

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND (PROVIDENCE)

ALBERT L. GRAY, Administrator,  
*et al.*,

Plaintiffs,

v.

JEFFREY DERDERIAN, *et al.*,

Defendants.

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Civil Action No. 04-CV-312-L

Judge: Ronald R. Lagueux

**ANSWER OF BRIAN BUTLER, TVL BROADCASTING, INC. AND STC  
BROADCASTING, INC. TO THE FIRST AMENDED MASTER COMPLAINT  
SUBJECT TO TVL'S AND STC'S PARTIAL MOTION TO DISMISS**

TO THE HONORABLE COURT:

BRIAN BUTLER (the 24<sup>th</sup> listed Defendant in the above-referenced action, hereinafter "BUTLER" or "Defendant"), TVL BROADCASTING, INC. (the 25<sup>th</sup> listed Defendant in the above-referenced action, hereinafter listed as "TVL" or "Defendant"), and STC BROADCASTING, INC. (the 26<sup>th</sup> listed Defendant in the above-referenced action, hereinafter listed as "STC" or "Defendant") (collectively, "Defendants") respectfully file this Answer to Plaintiffs' First Amended Master Complaint subject to TVL's and STC's separately filed Partial Motion to Dismiss, as follows:

**COMPLAINT AND JURY DEMAND**

**Introduction**

During the first status conference in this matter on October 26, 2004, the Court expressed its desire that a single Master Complaint be prepared which might be adopted by all claimants in The Station nightclub fire actions. The following is Plaintiffs' submission in that regard.

This complaint seeks monetary damages from those individuals and entities responsible for the conditions and actions which resulted in a fire at The Station nightclub in West Warwick, Rhode Island on February 20, 2003, which claimed 100 lives and caused injury to several hundred individuals.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the first paragraph. Defendants admit that the First Amended Master Complaint seeks monetary damages, but otherwise the second paragraph is denied.

## **PARTIES**

### **Plaintiffs**

1. (a) Plaintiff Albert L. Gray, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of his son, Derek J. Gray, who lived in Dracut, Massachusetts. Derek Gray was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died from injuries sustained in the fire. Albert L. Gray was appointed Administrator of the plaintiff Estate by the Probate Court for the County of Bristol on April 3, 2003. (b) Plaintiff, Albert L. Gray, brings this claim as next friend of Jani L. Gray-McGill, a minor child of the decedent, Derek J. Gray.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

2. Plaintiff Joanne O'Neill, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her son, Nicholas O'Neill, who lived in Pawtucket, Rhode Island. Nicholas O'Neill was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died from injuries sustained in the fire. Joanne O'Neill was appointed Administratrix of the plaintiff Estate by the Probate Court of the City of Pawtucket on April 9, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

3. (a) Plaintiff Marie G. Morton, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her husband, Jason R. Morton, who lived in West Greenwich, Rhode Island. Jason Morton was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died from injuries sustained in the fire. Marie G. Morton was appointed Administratrix of the plaintiff Estate by the Probate Court of the Town of West Greenwich on April 29, 2003. (b) Plaintiff, Marie G. Morton, brings this claim as surviving spouse of the decedent, Jason R. Morton. (c) Plaintiff, Marie G. Morton, brings this claim as mother and next friend of Kaitlin Marie Morton and Ashley Marie Morton, minor children of the decedent, Jason R. Morton.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

4. Plaintiff Angel O. Amitrano, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her father, Thomas A. Barnett, who lived in West Greenwich, Rhode Island. Thomas Barnett was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. Angel Amitrano was appointed Administratrix of the plaintiff Estate by the Probate Court of the Town of West Greenwich on April 15, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

5. (a) Plaintiffs Joanne L. Mitchell and William Mitchell, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of their daughter,

Donna M. Mitchell, who lived in Fall River, Massachusetts. Donna Mitchell was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. Joanne and William Mitchell were appointed Co-Administrators of the plaintiff Estate by the Probate Court for the County of Bristol on October 6, 2003. (b) Plaintiff, Joanne L. Mitchell, brings claims as guardian and next friend of Brooklyn Belanger and Joslynn Belanger, minor children of the decedent, Donna M. Mitchell.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

6. (a) Plaintiff Scott J. Vieira, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of his wife, Kelly Lynn Vieira, who lived in West Warwick, Rhode Island. Kelly Lynn Vieira was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. Scott J. Vieira was appointed Administrator of the plaintiff Estate by the Probate Court for the Town of West Warwick on March 21, 2003. (b) Plaintiff, Scott J. Vieira, brings this claim as surviving spouse of the decedent, Kelly Lynn Vieira. (c) Plaintiff, Scott J. Vieira, brings this claim as father and next friend of Crystle Vieira, minor child of the decedent, Kelly Lynn Vieira.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

7. Plaintiff Patricia Avilez, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her son, Eugene Avilez, who lived in Burlington, Massachusetts. Eugene Avilez was lawfully on the premises of The Station nightclub on

Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. Patricia Avilez was appointed Administratrix of the plaintiff Estate by the Probate Court for the County of Middlesex on June 24, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

8. (a) Plaintiff Jennifer L. Young, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her husband, Robert Daniel Young, who lived in Taunton, Massachusetts. Robert Young was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. Jennifer L. Young was appointed Administratrix of the plaintiff Estate by the Probate Court for the County of Bristol on August 13, 2003. (b) Plaintiff, Jennifer L. Young, brings this claim as surviving spouse of the decedent, Robert Daniel Young.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

9. Plaintiff Leonard Angers, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of his daughter, Stacie J. Angers, who lived in Worcester, Massachusetts. Stacie Angers was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. Leonard Angers was appointed Administrator of the plaintiff Estate by the Probate Court for the County of Worcester on May 1, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

10. Plaintiff Dorothy Marion, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her son, Thomas Frank Marion, Jr., who lived in Westport, Massachusetts. Thomas Frank Marion, Jr. was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. Dorothy Marion was appointed Administratrix of the plaintiff Estate by the Probate Court for the County of Bristol on June 6, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

11. (a) Plaintiff, Yvette Fresolo, brings this claim on behalf of the Estate and wrongful death beneficiaries of her husband, Michael Fresolo, who lived in Millbury, Massachusetts. Michael Fresolo was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. (b) Plaintiff, Yvette Fresolo, brings this claim as surviving spouse of the decedent, Michael Fresolo. (c) Plaintiff, Yvette Fresolo, brings claims as mother and next friend of Maria Fresolo and Emily Fresolo, minor children of the decedent, Michael Fresolo.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

12. Plaintiff, Heidi Peralta Longley, brings this claim on behalf of AceyTy Longley, minor child and wrongful death beneficiary of the decedent, Ty Longley. Ty Longley was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003, and died of injuries sustained in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

13. (a) Plaintiff, Katherine Shubert, brings this claim on behalf of the Estate of her husband, Mitchell Shubert, and wrongful death beneficiaries of Mitchell Shubert, who lived in Newberry, Florida. Mitchell Shubert was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. (b) Plaintiff, Katherine Shubert, brings this claim as surviving spouse of the decedent, Mitchell Shubert. (c) Plaintiff, Katherine Shubert, brings this claim as mother and next friend of Melissa Cara Shubert, minor child of the decedent, Mitchell Shubert. (d) Maryanne Shubert, brings this claim as daughter and beneficiary of deceased, Mitchell Shubert. (e) Plaintiff, Laura Shubert, brings this claim as mother and next friend of Mitchell J. Schubert, Jr., minor child of the decedent, Mitchell Shubert.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

14. Plaintiff Eileen L. DiBonaventura, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her son, Albert DiBonaventura, who lived in North Dighton, Massachusetts. Albert DiBonaventura was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. Eileen DiBonaventura was appointed Administratrix of the plaintiff Estate by the Probate Court for the County of Bristol on March 31, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

15. (a) Plaintiff, Donna DeBoard, brings this claim on behalf of the Estate and wrongful death beneficiaries of Daniel Frederickson, who lived in Groton, Connecticut. Daniel Frederickson was lawfully on the premises of The Station nightclub on Cowesett

Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire.

(b) Plaintiff, Donna DeBoard, brings claims as guardian and next friend of Amanda, Ryan, Amber and Kenneth Frederickson, minor children of the decedent, Daniel Frederickson.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

16. Plaintiff, Judith Marie Croteau, Administratrix of the Estate of Robert J. Croteau, brings this claim on behalf of the Estate and wrongful death beneficiaries of her son, Robert J. Croteau, who lived in Fall River, Massachusetts. Ms. Croteau was appointed administratrix of her son's estate by the Probate Court for the County of Bristol on August 12, 2004. Mr. Croteau was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

17. (a) Plaintiffs, Warren L. Baker, III and John J. DeCosta, III, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Mary H. Baker, who lived in Fall River, Massachusetts. Mary Baker was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Warren Baker and John DeCosta were appointed Co-Administrators of the plaintiff estate by the Probate Court for the County of Bristol on June 17, 2004. (b) Plaintiff, John J. DeCosta, III, brings this claim as the father and legal guardian of the persons and estates of Alison M. DeCosta, John R. DeCosta, Scott



A. DeCosta and Michael J. DeCosta, the minor children of the decedent Mary H. Baker. (c) Plaintiff, Warren L. Baker, III, brings this claim as surviving spouse of Mary H. Baker.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

18. Plaintiff, Dorothy E. Bonardi, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her son, William C. Bonardi, III, who lived in Smithfield, Rhode Island. William Bonardi was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Dorothy C. Bonardi was appointed Administratrix of the plaintiff estate by the Probate Court for the Town of Smithfield on April 21, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

19. (a) Plaintiffs, Denise M. McGregor and Nancy DePasquale, Co-Administratrixes, bring this claim on behalf of the Estate and wrongful death beneficiaries of Alfred C. Crisostomi, who lived in Warwick, Rhode Island. Alfred Crisostomi was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Denise M. McGregor and Nancy DePasquale were appointed Co-Administratrixes of Plaintiff estate by the Probate Court of the City of Warwick on July 30, 2003. (b) Plaintiff, Denise M. McGregor, who lives in Cranston, Rhode Island brings this claim on behalf of her minor son, Brandon M. Crisostomi, the minor child of the decedent Alfred C. Crisostomi.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

20. (a) Plaintiff, Eileen Dunn, surviving spouse of Kevin Dunn, brings this claim on behalf of the wrongful death beneficiaries of Kevin Dunn, who lived in Attleboro, Massachusetts. Kevin Dunn was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. (b) Eileen Dunn brings this claim as wife of the decedent, Kevin Dunn. (c) Eileen Dunn brings this claim as mother and next friend of Joanna Dunn, minor child of Kevin Dunn.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

21. (a) Plaintiff Anthony J. Durante, father and next friend of Anthony M. Durante and Matthew P. Durante, brings this claim on behalf of the wrongful death beneficiaries of Lori K. Durante who lived in West Warwick, Rhode Island. Lori K. Durante was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. (b) Plaintiff, Anthony J. Durante, brings this claim as father and next friend of Matthew P. Durante, minor child of the decedent, Lori K. Durante. (c) Plaintiff, Anthony J. Durante, brings this claim as father and next friend of Anthony M. Durante, minor child of the decedent, Lori K. Durante.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

22. (a) Plaintiff, Lori Ann Gooden, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her husband, James F. Gooden, who lived in Cranston, Rhode Island. James F. Gooden was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Lori Ann Gooden was appointed Administratrix of the

plaintiff estate by the Probate Court for the City of Cranston on May 12, 2003. (b) Plaintiff, Lori Ann Gooden, brings this claim as surviving spouse of the decedent, James F. Gooden.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

23. Plaintiff, Claire H. Bruyere, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her daughter, Bonnie L. Hamelin, who lived in Warwick, Rhode Island. Bonnie L. Hamelin was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Claire H. Bruyere was appointed Administratrix of the plaintiff estate by the Probate Court of the City of Warwick on February 9, 2004.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

24. Plaintiff, John M. Hoban, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of his son, Andrew R. Hoban, who lived in North Kingstown, Rhode Island. Andrew R. Hoban was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. John M. Hoban was appointed Administrator of the plaintiff estate by the Probate Court of the Town of North Kingstown on May 14, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

25. Plaintiff, Paula A. McLaughlin, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her brother, Michael B. Hoogasian, who lived in Cranston, Rhode Island. Michael B. Hoogasian was lawfully on the premises of The

Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Paula A. McLaughlin was appointed Administratrix of the plaintiff estate by the Probate Court of the City of Cranston on March 21, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

26. Plaintiff, Paula A. McLaughlin, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her sister-in-law, Sandy L. Hoogasian, who lived in Cranston, Rhode Island. Sandy L. Hoogasian was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Paula A. McLaughlin was appointed Administratrix of the plaintiff estate by the Probate Court of the City of Cranston on March 21, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

27. (a) Plaintiff, Maria Latulippe, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her husband, Dale L. Latulippe, who lived in Carver, Massachusetts. Dale L. Latulippe was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Maria Latulippe was appointed Administratrix of the plaintiff estate by the Probate Court for the County of Plymouth on March 27, 2003. (b) Plaintiff, Maria Latulippe, brings this claim as mother and legal guardian of the person and estate of Dustin Tyler Latulippe, the minor child of the decedent, Dale L. Latulippe. (c) Plaintiff, Maria Latulippe, brings this claim as surviving spouse of the decedent, Dale L. Latulippe.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

28. Plaintiffs, John A. Longiaru and Sus Longiaru, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of their son, John M. Longiaru, who lived in Johnston, Rhode Island. John M. Longiaru was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. John and Sus Longiaru were appointed Co-Administrators of the plaintiff estate by the Probate Court of the Town of Johnson on April 8, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

29. Plaintiffs, Sarah R. Mancini and Anthony B. Mancini, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of their son, Keith A. Mancini, who lived in Cranston, Rhode Island. Keith A. Mancini was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Sarah R. Mancini and Anthony B. Mancini were appointed Co-Administrators of the plaintiff estate by the Probate Court of the City of Cranston on March 31, 2004.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

30. Plaintiff, Barbara Magness, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her son, Steven R. Mancini, who lived in Johnston, Rhode Island. Steven R. Mancini was lawfully on the premises of The Station nightclub on

Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Barbara Magness was appointed Administratrix of the plaintiff estate by the Probate Court of the Town of Johnston on July 3, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

31. Plaintiff, Paul A. Morin, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of his son, Ryan M. Morin, who lived in Thompson, Connecticut. Ryan M. Morin was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Paul A. Morin was appointed Administrator of the plaintiff estate by the State of Connecticut, Court of Probate on February 24, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

32. (a) Plaintiffs, Roderick Prouty and Nancy A. Lee and Paula Woodcock, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Christopher Prouty, who lived in Pawtucket, Rhode Island. Christopher Prouty was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Roderick Prouty, Nancy A. Lee and Paula Woodcock were appointed Co-Administrators of the plaintiff estate by the Probate Court of the City of Pawtucket. (b) Plaintiff Paula Woodcock brings this claim as mother and next friend of Makayla Woodcock, minor child of the decedent, Christopher Prouty.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

33. (a) Plaintiff, Susan Sylvia, Administratrix brings this claim on behalf of the Estate and wrongful death beneficiaries of Kevin Anderson, who lived in Warwick, Rhode Island. Kevin Anderson was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Susan Sylvia was appointed Administratrix of the plaintiff Estate by the Probate Court for the City of Warwick on October 16, 2003. (b) Plaintiff, Melinda Bloomingburgh, brings this claim as mother and next friend of Kevin Gage, minor child of the decedent, Kevin Anderson. (c) Plaintiff Sheila Palumbo brings this claim as mother and next friend of Brandon Palumbo, minor child of the decedent, Kevin Anderson.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

34. (a) Plaintiff, Ray F. Beauchaine, Sr., Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Laureen Beauchaine, who lived in West Warwick, Rhode Island. Laureen Beauchaine was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Ray F. Beauchaine, Sr. was appointed Administrator of the plaintiff Estate by the Probate Court for the Town of West Warwick on March 24, 2003. (b) Plaintiff, Ray Beauchaine, Jr., brings this claim as surviving spouse of the decedent, Laureen Beauchaine. (c) Plaintiff, Ray Beauchaine, Jr., brings this claim as father and next friend of Ray F. Beauchaine, III, Christopher R. Beauchaine and Ashley Beauchaine, minor children of the decedent, Laureen Beauchaine.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

35. (a) Plaintiffs, Sally Blom and Rolland Blom, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Steven Blom, who lived in Cranston, Rhode Island. Steven Blom was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Sally Blom and Rolland Blom were appointed Co-Administrators of the plaintiff Estate by the Probate Court for the City of Cranston on August 11, 2003. (b) Plaintiff, Sharon Colpitts, brings this claim as mother and next friend of Steven Blom, Jr., a minor child of the decedent, Steven Blom.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

36. (a) Plaintiff, Catherine Cabral, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Richard Cabral, Jr., who lived in Attleboro, Massachusetts. Richard Cabral, Jr., was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Catherine Cabral was appointed Administratrix of the plaintiff Estate by the Probate Court for the Bristol Division. (b) Plaintiff, Catherine Cabral, brings this claim as surviving spouse of the decedent, Richard Cabral, Jr. (c) Plaintiff, Catherine Cabral, brings this claim as mother and next friend of Christine Cabral and Richard Cabral, III, minor children of the decedent, Richard Cabral, Jr.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.



37. Plaintiff, William H. Cartwright, Jr., Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of William W. Cartwright, who lived in Pawtucket, Rhode Island. William W. Cartwright was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. William H. Cartwright, Jr. was appointed Administrator of the plaintiff Estate by the Probate Court for the City of Pawtucket on April 11, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

38. Plaintiffs, Katherine Cordier and Ronald J. Cordier, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Michael Cordier, who lived in Westerly, Rhode Island. Michael Cordier was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Katherine Cordier and Ronald J. Cordier were appointed Co-Administrators of the plaintiff Estate by the Probate Court for the Town of Westerly on April 23, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

39. Plaintiff, Mark D'Andrea, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Lisa D'Andrea, who lived in Barrington, Rhode Island. Lisa D'Andrea was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Mark D'Andrea was appointed Administrator of the plaintiff Estate by the Probate Court for the Town of Barrington on April 12, 2004.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

40. (a) Plaintiff, Peter M. DiRienzo, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Christina DiRienzo, who lived in Plymouth, Massachusetts. Christina DiRienzo was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Peter M. DiRienzo was appointed Administrator of the plaintiff Estate by the Probate Court for the Plymouth Division on June 30, 2003. (b) Plaintiff, Peter M. DiRienzo, brings this claim as surviving spouse of the decedent, Christina DiRienzo. (c) Plaintiff, Peter M. DiRienzo, brings this claim as father and next friend of Beau DiRienzo, minor child of the decedent, Christina DiRienzo. (d) Peter M. DiRienzo, Jr., a minor at the time of his mother's death, brings this claim as son of the decedent, Christina DiRienzo.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

41. (a) Plaintiff, Lawrence E. Fick, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Charline E. Fick, who lived in Central Falls, Rhode Island. Charline E. Fick was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Lawrence E. Fick was appointed Administrator of the plaintiff Estate by the Probate Court for the City of Central Falls on August 8, 2003. (b) Plaintiff, Lawrence E. Fick, brings this claim as father and next friend of Samantha Fick and William Fick, minor children of the decedent, Charline E. Fick.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

42. Plaintiff, Timothy J. Fleming, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Thomas J. Fleming, who lived in Worcester, Massachusetts. Thomas J. Fleming was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Timothy J. Fleming was appointed Administrator of the plaintiff Estate by the Probate Court for the Worcester Division on June 27, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

43. (a) Plaintiff, Dean DePietro, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Rachel K. Florio-DePietro, who lived in Coventry, Rhode Island. Rachel K. Florio-DePietro was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Dean DePietro was appointed Administrator of the plaintiff Estate by the Probate Court for the Town of Coventry on June 3, 2003. (b) Plaintiff, Dean DePietro, brings this claim as father and next friend of Adrian DePietro, a minor child of the decedent, Rachel K. Florio-DePietro.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

44. Plaintiff, James C. Gahan, III, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of James C. Gahan, IV, who lived in Falmouth, Massachusetts. James C. Gahan, IV was lawfully on the premises of The Station nightclub on

Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. James C. Gahan, III, was appointed Administrator of the plaintiff Estate by the Probate Court for the Barnstable Division on March 6, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

45. (a) Plaintiff, Sandra L. Greene, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Scott C. Greene, who lived in Warwick, Rhode Island. Scott C. Greene was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Sandra L. Greene was appointed Administratrix of the plaintiff Estate by the Probate Court for the City of Warwick on May 12, 2003. (b) Plaintiff, Sandra L. Greene, brings this claim as surviving spouse of the decedent, Scott C. Greene.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

46. (a) Plaintiff, Bruce G. Pollock, Esq., Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Scott S. Griffith, who lived in West Warwick, Rhode Island. Scott S. Griffith was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Bruce G. Pollock, Esq. was appointed Administrator of the plaintiff Estate by the Probate Court for the Town of West Warwick on February 4, 2004. (b) Plaintiff, Nancene Cohen, brings this claim as guardian of the Estate and next friend of Kacie L. Griffith, a minor child of the decedent, Scott S. Griffith.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

47. Plaintiff, Bonnie A. Hoisington, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Abbie L. Hoisington, who lived in Cranston, Rhode Island. Abbie L. Hoisington was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Bonnie A. Hoisington was appointed Administratrix of the plaintiff Estate by the Probate Court for the City of Cranston on April 10, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

48. (a) Plaintiff, Carlton L. Howorth, Jr., Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Carlton L. Howorth, III, who lived in Norton, Massachusetts. Carlton L. Howorth, III was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Carlton L. Howorth, Jr. was appointed Administrator of the plaintiff Estate by the Probate Court for the Bristol Division on March 21, 2003. (b) Plaintiff Karen E. Howorth brings this claim as surviving spouse of Carlton L. Howorth, III. (c) Plaintiff, Karen E. Howorth, brings this claim as mother and next friend of Elizabeth Howorth, a minor child of the decedent, Carlton L. Howorth, III.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

49. Plaintiff, George Phelan, Esq., Special Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Lisa Kelly, who lived in Swansea,

Massachusetts. Lisa Kelly was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. George Phelan, Esq. was appointed Special Administrator of the plaintiff Estate by the Probate Court for the County of Bristol on February 24, 2004.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

50. (a) Plaintiff, Evelyn L. King, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Tracy F. King, who lived in Warwick, Rhode Island. Tracy F. King was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Evelyn L. King was appointed Administratrix of the plaintiff Estate by the Probate Court for the City of Warwick on June 16, 2003. (b) Plaintiff, Evelyn L. King, brings this claim as surviving spouse of the decedent, Tracy F. King. (c) Plaintiff, Evelyn L. King, brings this claim as mother and next friend of Joshua King and Jacob King, minor children of the decedent, Tracy F. King. (d) Plaintiff Rosilyn Guy brings this claim as mother and next friend of Jordan King, minor child of the decedent, Tracy F. King.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

51. Plaintiffs, Barbara A. Kulz and George A. Kulz, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Michael J. Kulz, who lived in Warwick, Rhode Island. Michael J. Kulz was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Barbara A. Kulz and George A. Kulz were appointed Co-

Administrators of the plaintiff Estate by the Probate Court for the City of Warwick on June 12, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

52. (a) Plaintiff, Tammy Lapierre, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Keith R. Lapierre, who lived in Worcester, Massachusetts. Keith R. Lapierre was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Tammy Lapierre was appointed Administratrix of the plaintiff Estate by the Probate Court for the Worcester Division on June 17, 2003. (b) Plaintiff, Tammy Lapierre, brings this claim as surviving spouse of the decedent, Keith R. Lapierre. (c) Plaintiff, Tammy Lapierre, brings this claim as mother and next friend of Ryan S. Lapierre and Sarah R. Lapierre, minor children of the decedent, Keith R. Lapierre.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

53. Plaintiff, Judith Carver, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Kristen L. McQuarrie, who lived in Ledyard, Connecticut. Kristen L. McQuarrie was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Judith Carver was appointed Administratrix of the plaintiff Estate by the Probate Court for the District of Ledyard on September 16, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

54. Plaintiffs, Richard Moreau and Jean Moreau, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Leigh Ann Moreau, who lived in Providence, Rhode Island. Leigh Ann Moreau was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Richard Moreau and Jean Moreau were appointed Co-Administrators of the plaintiff Estate by the Probate Court for the City of Providence on April 30, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

55. Plaintiff, Michael Reno, Esq., Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Beth Moczynski, who lived in Millbury, Massachusetts. Beth Moczynski was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Michael Reno was appointed Administrator of the plaintiff Estate by the Probate Court for the Worcester Division.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

56. (a) Plaintiff, Richard H. Rakoski, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Theresa L. Rakoski, who lived in Taunton, Massachusetts. Theresa L. Rakoski was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Richard H. Rakoski was appointed Administrator of the plaintiff Estate



by the Probate Court for the County of Bristol on June 26, 2003. (b) Plaintiff, Richard H. Rakoski, brings this claim as surviving spouse of the decedent, Theresa L. Rakoski.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

57. Plaintiff, Judy O'Brien, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Robert L. Reisner, III, who lived in Coventry, Rhode Island. Robert L. Reisner, III was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Judy O'Brien was appointed Administratrix of the plaintiff Estate by the Probate Court for the Town of Coventry on May 7, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

58. Plaintiff, John J. Shaw, Temporary Executor, brings this claim on behalf of the Estate and wrongful death beneficiaries of Rebecca Shaw, who lived in Sudbury, Massachusetts. Rebecca Shaw was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. John J. Shaw was appointed Temporary Executor of the plaintiff Estate by the Probate Court for the Middlesex Division.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

59. Plaintiff, Veda Kerr, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Victor L. Stark, who lived in Mashpee, Massachusetts. Victor L. Stark was lawfully on the premises of The Station nightclub on Cowesett Avenue,

West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Veda Kerr was appointed Administratrix of the plaintiff Estate by the Probate Court for the Barnstable Division on June 11, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

60. (a) Plaintiffs, Zachary S. Suffoletto and Diana L. Shaughnessy, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Benjamin J. Suffoletto, Jr., who lived in Glocester, Rhode Island. Benjamin J. Suffoletto, Jr. was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Zachary S. Suffoletto and Diana L. Shaughnessy were appointed Co-Administrators of the plaintiff Estate by the Probate Court for the Town of Glocester on March 17, 2003. (b) Plaintiffs, Zachary S. Suffoletto and Diana L. Shaughnessy, Co-Adm. of the Estate of Linda D. Suffoletto, bring this claim on behalf of Linda D. Suffoletto as surviving spouse of the decedent, Benjamin J. Suffoletto, Jr.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

61. Plaintiffs, Zachary S. Suffoletto and Diana L. Shaughnessy, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Linda D. Suffoletto, who lived in Glocester, Rhode Island. Linda D. Suffoletto was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Zachary S. Suffoletto and Diana

L. Shaughnessy were appointed Co-Administrators of the plaintiff Estate by the Probate Court for the Town of Glocester on March 17, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

62. Plaintiff, Honorina Washburn, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Kevin R. Washburn, who lived in Franklin, Massachusetts. Kevin R. Washburn was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Honorina Washburn was appointed Administratrix of the plaintiff Estate by the Probate Court for the Norfolk Division on March 28, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

63. Plaintiff, Cheryl Haines, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Everett T. Woodmansee, III, who lived in Charlestown, Rhode Island. Everett T. Woodmansee, III was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Cheryl Haines was appointed Administratrix of the plaintiff Estate by the Probate Court for the Town of Charlestown on May 6, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

64. (a) Plaintiff Melinda J. Darby, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her husband, Matthew P. Darby, who lived in Coventry, Rhode Island. Matthew P. Darby was lawfully on the premises of The Station

nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Melinda J. Darby was appointed Administratrix of the Estate of Matthew P. Darby by the Probate Court for the Town of Coventry, Rhode Island on July 24, 2003. (b) Plaintiff, Melinda J. Darby, brings this claim as surviving spouse of the decedent, Matthew P. Darby. (c) Plaintiff, Melinda J. Darby, brings this claim as mother and next friend of Jessica L. Darby and Sarah M. Darby, minor children of the decedent, Matthew P. Darby.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

65. (a) Plaintiff Susan W. Romanoff, Executrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her daughter, Tracey L. Romanoff, who lived in Coventry, Rhode Island. Tracey L. Romanoff was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Susan W. Romanoff was appointed Executrix of the Estate of Tracey L. Romanoff by the Probate Court for the Town of Coventry, Rhode Island on August 28, 2003. (b) Plaintiff, Jordan Blasbalg, brings this claim on behalf of his two minor children, Joshua M. Blasbalg, and Lindsey N. Blasbalg, the minor children of the decedent Tracey L. Romanoff.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

66. (a) Plaintiff, Mark P. Hyer, Sr., brings this claim on behalf of the Estate and wrongful death beneficiaries of his brother, Eric J. Hyer, who lived in Scituate, Rhode Island. Eric J. Hyer was lawfully on the premises of The Station nightclub on Cowesett Avenue, West

Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Mark P. Hyer, Sr., was appointed Administrator of the Estate of Eric J. Hyer by the Probate Court for the Town of Scituate, Rhode Island on May 14, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

67. Plaintiff, Annmarie Swidwa, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her daughter, Bridget M. Sanetti, who lived in Coventry, Rhode Island. Bridget M. Sanetti was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Annmarie Swidwa was appointed Administratrix of the Estate of Bridget M. Sanetti by the Probate Court for the Town of Coventry, Rhode Island on October 7, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

68. (a) Plaintiff Stephen A. Gillett, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Laura L. Gillett, who lived in Pembroke, Massachusetts. Laura L. Gillett was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Stephen A. Gillett was appointed Administrator of the Plaintiff Estate by the Probate Court for the County of Plymouth, Massachusetts on April 2, 2003. (b) Plaintiff, Stephen A. Gillett brings this claim as father, next friend and permanent legal guardian of Jake T. Gillett and Jared J. Gillett, minor children of the decedent, Laura L. Gillett.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

69. Plaintiff Suzanne Fox, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Jeffrey Wood Martin. Jeffrey Wood Martin lived in Melrose, Massachusetts. Jeffrey Wood Martin was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

70. Plaintiff Ellen-Marie Stowers, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Jennifer L. Stowers, who lived in South Boston, Massachusetts. Jennifer L. Stowers was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and sustained injuries in the fire which set in motion a course of events which led to her death.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

71. Plaintiff, Sharon Eaton, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her son, Edward B. Corbett, III. Edward B. Corbett, III was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Sharon Eaton was appointed Administratrix of the Estate by the West Warwick Probate Court.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

72. (a) Plaintiff, Patricia Belanger, Executrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her daughter, Dina A. DeMaio, who lived in West Warwick. Dina A. DeMaio was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Patricia Belanger was appointed Executrix of the Estate by the West Warwick Probate Court. (b) Plaintiff, Steven Beardsworth, brings this claim on behalf of Justin Perry DeMaio, minor child of the decedent Dina A. DeMaio, having been duly appointed temporary guardian by the West Warwick Probate Court on June 16, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

73. Plaintiff, Robert J. Johnson, Sr., Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of his son, Derek B. Johnson. Derek Johnson was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Robert J. Johnson, Sr. was appointed Administrator of the estate on March 31, 2003 by the West Warwick Probate Court.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

74. Plaintiff, Jacqueline Jacavone, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her daughter, Andrea L. Jacavone-Mancini. Andrea L. Jacavone-Mancini was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Jacqueline Jacavone was appointed Administratrix of the estate on June 13, 2003 by the Johnston Probate Court.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

75. Plaintiffs, Leo Smith and Doris Smith, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of their son, Dennis J. Smith. Dennis J. Smith was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Leo and Doris Smith were appointed Co-Administrators of the estate on May 15, 2003 by the Pawtucket Probate Court.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

76. (a) Plaintiff, Korina Arruda, Co-Administrator of the Estate of Christopher G. Arruda, brings this claim on behalf of the Estate and wrongful death beneficiaries of Christopher G. Arruda, who lived in Coventry, Rhode Island. Christopher G. Arruda was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Korina Arruda and Steven A. Minicucci were appointed Co-Administrators of the Estate of Christopher G. Arruda by the Coventry Probate Court on April 24, 2003. (b) Korina Arruda brings this claim as surviving spouse of the decedent, Christopher G. Arruda.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

77. Plaintiffs, Gerard W. Fontaine and Rosanna C. Fontaine, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Mark A. Fontaine who lived in Johnston, Rhode Island. Mark A. Fontaine was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Gerard W.



Fontaine and Rosanna C. Fontaine were appointed Co-Administrators of the Plaintiff estate by the Johnston Probate Court on August 26, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

78. Plaintiffs, John J. Libera and Joanne T. Libera, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Stephen Matthew Libera who lived in North Kingstown, Rhode Island. Stephen Matthew Libera was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. John J. Libera and Joanne T. Libera were appointed Co-Administrators of the Estate of Stephen Matthew Libera by the North Kingstown Probate Court on April 2, 2004.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

79. Plaintiffs, Edward C. Ervanian and Pauline B. Ervanian, bring this claim on behalf of the Estate and wrongful death beneficiaries of Edward E. Ervanian, who lived in Cranston, Rhode Island. Edward E. Ervanian was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Edward C. Ervanian was appointed Administrator of the Plaintiff's estate by the Cranston Probate Court on April 10, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

80. Plaintiff Kathleen Sullivan is an individual who at times material hereto lived in Swansea, Massachusetts. Ms. Sullivan was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

81. (a) Plaintiff Scott J. Vieira brings this claim as an individual who at all times material hereto lived in West Warwick, Rhode Island. Scott J. Vieira was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff Scott J. Vieira brings this claim as father and next friend of Crystle Vieira, his minor child.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

82. Plaintiff Susan H. Chamberlin, is an individual who at times material hereto lived in Warwick, Rhode Island. Ms. Chamberlin was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

83. (a) Plaintiff, John F. Van Deusen, III, is an individual who at times material hereto lived in Carver, Massachusetts. Mr. Van Deusen was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, John F. Van Deusen III, brings this claim as father and next friend of his minor children, John F. Van Deusen IV and Dylan Van Deusen.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

84. Plaintiff, Robert J. Luxton, is an individual who at times material hereto lived in North Easton, Massachusetts. Mr. Luxton was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

85. (a) Plaintiff, Elizabeth Arruda, is an individual who at times material hereto lived in Westport, Massachusetts. Ms. Arruda was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Elizabeth Arruda, brings this claim as mother and next friend of her minor child, Zoey Retamoza.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

86. Plaintiff, Robert W. Rager, is an individual who at times material hereto lived in Kent, Ohio. Mr. Rager was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

87. (a) Plaintiff, Joseph K. Kinan, is an individual who at times material hereto lived in Canton, Massachusetts. Mr. Kinan was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiffs, Joseph K. Kinan and Maureen Sullivan, bring this claim as parents and next friends of their minor child, Kaitlin E. Sullivan.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

88. (a) Plaintiff, John F. Fairbairn, is an individual who at times material hereto lived in Brockton, Massachusetts. Mr. Fairbairn was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, John F. Fairbairn, brings claims as father and next friend of his minor children, John Fairbairn and Ariana Fairbairn.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

89. (a) Plaintiff, Andrea F. Fairbairn, is an individual who at times material hereto lived in Brockton, Massachusetts. Ms. Fairbairn was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Andrea F. Fairbairn, brings claims as mother and next friend of her minor children, John Fairbairn, Ariana Fairbairn, Amanda Melendez Durfee and Christopher Melendez Durfee.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

90. (a) Plaintiff, Jose Roberto Demos, is an individual who at times material hereto lived in Lowell, Massachusetts. Mr. Demos was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Jose Roberto Demos, brings claims as father and next friend of his minor children, Vanessa Santos Demos and Samuel Santos Demos.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

91. (a) Plaintiff, Roberta O'Melia, is an individual who at times material hereto lived in Pawtucket, Rhode Island. Ms. O'Melia was lawfully on the premises of The Station

nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Roberta O'Melia, brings claims as mother and next friend of her minor children, Brendan O'Melia and Christian O'Melia.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

92. (a) Plaintiff, Fredrick P. Vallante, Jr., is an individual who at times material hereto lived in Providence, Rhode Island. Mr. Vallante was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Fredrick P. Vallante, Jr., brings claims as father and next friend of his minor children, Caitlyn Vallante and Courtney Vallante.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

93. (a) Plaintiff, Kerrie-Lynn Beers, is an individual who at times material hereto lived in West Warwick, Rhode Island. Ms. Beers was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Kerrie-Lynn Beers, brings this claim as mother and next friend of her minor child, Jeremy T. Beers.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

94. Plaintiff, Francis J. Canillas, is an individual who at times material hereto lived in Everett, Massachusetts. Mr. Canillas was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

95. Plaintiff, David Ciccone, is an individual who at times material hereto lived in Warwick, Rhode Island. Mr. Ciccone was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

96. Plaintiff, Christopher J. Travis, is an individual who at times material hereto lived in Lakeville, Massachusetts. Mr. Travis was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

97. (a) Plaintiff, Jon R. Schmidt, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Schmidt was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Jon R. Schmidt, brings claims as father and next friend of his minor children, Ryan Schmidt and Evan Schmidt.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

98. (a) Plaintiff, David B. MacDonald, is an individual who at times material hereto lived in Johnston, Rhode Island. Mr. MacDonald was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, David B. MacDonald, brings this claim as father and next friend of his minor child, David B. MacDonald, Jr.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

99. Plaintiff, Paul du Fossé, is an individual who at times material hereto lived in Kennebunkport, Maine. Mr. du Fossé was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

100. (a) Plaintiff, John R. Arpin, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Arpin was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, John R. Arpin, brings claims as father and next friend of his minor children, Ryan Arpin and Matthew Arpin.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

101. Plaintiff, Paula Gould, is an individual who at times material hereto lived in West Warwick, Rhode Island. Ms. Gould was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

102. (a) Plaintiff, Kevin J. Beese, Sr. is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Beese was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Kevin J. Beese, Sr. brings this claim as father and next friend of his minor children, Taylor Beese, Brittany Beese and Kevin Beese, Jr.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

103. Plaintiff, Shaun O'Donnell, is an individual who at times material hereto lived in Newport, Rhode Island. Mr. O'Donnell was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

104. Plaintiff, Brian Loftus, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Loftus was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

105. (a) Plaintiff, Christopher Costa, is an individual who at times material hereto lived in Hope Valley, Rhode Island. Mr. Costa was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Christopher Costa, brings this claim as father and next friend of his minor child, Leah Elizabeth Costa Turck.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

106. (a) Plaintiff, Georgette Giroux-Brown, is an individual who at times material hereto lived in Cranston, Rhode Island. Ms. Giroux-Brown was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff,



Georgette Giroux-Brown, brings this claim as mother and next friend of her minor child, Ben Giroux-Brown.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

107. Plaintiff, Stephanie Zannella, is an individual who at times material hereto lived in North Providence, Rhode Island. Ms. Zannella was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

108. (a) Plaintiff, Roberta J. Prete, is an individual who at times material hereto lived in Cranston, Rhode Island. Ms. Prete was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Roberta J. Prete, brings this claim as mother and next friend of her minor child, Michael Falco.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

109. (a) Plaintiff, Catherine Randall, is an individual who at times material hereto lived in Lincoln, Rhode Island. Ms. Randall was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Catherine Randall, brings claims as mother and next friend of her minor children, Douglas Randall and Meagan Randall.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

110. (a) Plaintiff, Edward Pezzelli, Jr., is an individual who at times material hereto lived in Pascoag, Rhode Island. Mr. Pezzelli was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Edward Pezzelli, Jr., brings claims as father and next friend of his minor children, Edward Pezzelli III and Hannah Pezzelli.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

111. (a) Plaintiff, Paul Pezzelli, is an individual who at times material hereto lived in Lincoln, Rhode Island. Mr. Pezzelli was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Paul Pezzelli, brings claims as father and next friend of his minor children, Megan Pezzelli and Kyle Pezzelli.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

112. (a) Plaintiff, Joseph P. Barber, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Barber was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Joseph P. Barber, brings claims as father and next friend of his minor children, Max Leili and Brandon Tully.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

113. (a) Plaintiff, Irina M. Gershelis, is an individual who at times material hereto lived in West Warwick, Rhode Island. Ms. Gershelis was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Irina

M. Gershelis, brings claims as mother and next friend of her minor children, Brentin St. Jean and Colner St. Jean.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

114. (a) Plaintiff, Rodney J. Gaumitz, is an individual who at times material hereto lived in Warwick, Rhode Island. Mr. Gaumitz was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Rodney J. Gaumitz, brings claims as father and next friend of his minor children, Tyler Gaumitz and Collin Gaumitz.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

115. Plaintiff, Donna Reis, is an individual who at times material hereto lived in North Providence, Rhode Island. Ms. Reis was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

116. Plaintiff, Ronald S. Schoepfer, is an individual who at times material hereto lived in Pawtucket, Rhode Island. Mr. Schoepfer was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

117. Plaintiff, Richard J. Grace, is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Grace was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

118. (a) Plaintiff, Tawnya Kelly, is an individual who at times material hereto lived in Cranston, Rhode Island. Ms. Kelly was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Tawnya Kelly, brings claims as mother and next friend of her minor children, Andrew A. Jones and Aryanna F. Greene.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

119. (a) Plaintiff, Gregory Scott Dufour, is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Dufour was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Gregory Scott Dufour, brings this claim as father and next friend of his minor child, Ashley A. Dufour.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

120. Plaintiff, John D. Wigginton, is an individual who at times material hereto lived in Uxbridge, Massachusetts. Mr. Wigginton was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

121. Plaintiff, Scott Dunbar, is an individual who at times material hereto lived in Woburn, Massachusetts. Mr. Dunbar was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

122. Plaintiff, Joseph Lusardi, is an individual who at times material hereto lived in Easton, Massachusetts. Mr. Lusardi was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

123. Plaintiff, John Kudryk, is an individual who at times material hereto lived in Easton, Massachusetts. Mr. Kudryk was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

124. (a) Plaintiff, Brandon Fravala, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Fravala was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Brandon Fravala, brings this claim as father and next friend of his minor child, Nicholas James Douglas Fravala.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

125. Plaintiff, David Fravala, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Fravala was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

126. Plaintiff, Robin Petrarca, is an individual who at times material hereto lived in Warwick, Rhode Island. Ms. Petrarca was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

127. (a) Plaintiff, Michael Stefani, is an individual who at times material hereto lived in North Kingstown, Rhode Island. Mr. Stefani was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Michael Stefani, brings this claim as father and next friend of his minor child, Jade Bartels.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

128. (a) Plaintiff, Hollie A. Pomfret, is an individual who at times material hereto lived in Greene, Rhode Island. Ms. Pomfret was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff Justin Pomfret brings this claim as husband of Hollie A. Pomfret. (c) Plaintiffs Justin Pomfret and Hollie A. Pomfret bring claims as parents and next friends of Alexis Pomfret and Skylar Pomfret, minor children of Hollie A. Pomfret.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

129. (a) Plaintiff, Justin Pomfret, is an individual who at times material hereto lived in Greene, Rhode Island. Mr. Pomfret was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff Hollie A. Pomfret brings this claim as wife of Justin Pomfret. (c) Plaintiffs, Justin Pomfret and his wife, Hollie A. Pomfret, bring claims as parents and next friends of Alexis Pomfret and Skylar Pomfret, minor children of Justin Pomfret.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

130. Plaintiff, Al Prudhomme, is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Prudhomme was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

131. Plaintiff, Charlene Prudhomme, is an individual who at times material hereto lived in Coventry, Rhode Island. Ms. Prudhomme was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

132. Plaintiff, Robert Harrington, is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Harrington was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

133. Plaintiff, Robert A. Barlow, is an individual who at times material hereto lived in Fall River, Massachusetts. Mr. Barlow was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

134. Plaintiff, Kristin A. Brown, is an individual who at times material hereto lived in West Kingstown, Rhode Island. Ms. Brown was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

135. (a) Plaintiff, Patricia L. Clarke, is an individual who at times material hereto lived in Portsmouth, Rhode Island. Ms. Clarke was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Patricia L. Clarke, brings this claim as mother and next friend of Kira Lynn Clarke, her minor daughter.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

136. (a) Plaintiff, Gennaro Companatico, is an individual who at times material hereto lived in Warwick, Rhode Island. Mr. Companatico was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Gennaro Companatico, brings this claim as father and next friend of Samantha Companatico and Genna Companatico, his minor children.



**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

137. (a) Plaintiff, Richard Cook, is an individual who at times material hereto lived in Westerly, Rhode Island. Mr. Cook was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Sarah Amy Cook, brings this claim as wife of Richard Cook. (c) Plaintiffs Richard Cook and Sarah Amy Cook bring this claim as parents and next friends of their minor child, Cooper R. Cook.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

138. (a) Plaintiff, Richard DelSanto, is an individual who at times material hereto lived in Warwick, Rhode Island. Mr. DelSanto was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff Richard Delsanto brings this claim as parent and next friend of his minor children, Jarred Ferrara and Evan Parr.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

139. Plaintiff, Joseph A. DiBona, Jr., is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. DiBona was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

140. (a) Plaintiff, Linda M. Fisher, is an individual who at times material hereto lived in Cranston, Rhode Island. Mrs. Fisher was lawfully on the premises of The Station

nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Linda M. Fisher, and her husband, Kevin J. Fisher, bring this claim as parents and next friends of Amber Fisher, their daughter, a minor. (c) Plaintiff, Kevin J. Fisher, brings this claim as husband of Linda M. Fisher.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

141. Plaintiff, Joseph M. Flynn, is an individual who at times material hereto lived in Webster, Massachusetts. Mr. Flynn was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

142. (a) Plaintiff, Lisa C. Hale, is an individual who at times material hereto lived in Hope Valley, Rhode Island. Ms. Hale was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Lisa C. Hale, brings a claim as mother and next friend of her minor child, Kylen Hale.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

143. (a) Plaintiff, Laurie A. Hussey, is an individual who at times material hereto lived in North Kingstown, Rhode Island. Mrs. Hussey was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiffs, Laurie A. Hussey and John Edward Hussey, Jr., bring this claim as parents and next friends of their minor children, Hallie Ann Hussey and Rayanna Leigh Hussey. (c) Plaintiff, John Edward Hussey, Jr., brings this claim as husband of Laurie A. Hussey.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

144. Plaintiff, Marc A. Lucier, is an individual who at times material hereto lived in Danielson, Connecticut. Mr. Lucier was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

145. (a) Plaintiff, Matthew Mallette, is an individual who at times material hereto lived in Webster, Massachusetts. Mr. Mallette was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiffs, Matthew Mallette and Jessica Mallette, bring this claim as parents and next friends of their minor children, Joshua Mallette and Cameron Mallette. (c) Plaintiff, Jessica Mallette, brings this claim as wife of Matthew Mallette.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

146. Plaintiff, John Mangan, Jr., is an individual who at times material hereto lived in Cranston, Rhode Island. Mr. Mangan was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

147. Plaintiff, Frances P. McMurray, is an individual who at times material hereto lived in Cranston, Rhode Island. Ms. McMurray was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

148. Plaintiff, Christopher J. Nowicki, is an individual who at times material hereto lived in East Greenwich, Rhode Island. Mr. Nowicki was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

149. Plaintiff, Paul M. Pelletier, is an individual who at times material hereto lived in Lincoln, Rhode Island. Mr. Pelletier was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

150. Plaintiff, Michael Perreault, is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Perreault was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

151. Plaintiff, Christopher A. Peters, is an individual who at times material hereto lived in Peabody, Massachusetts. Mr. Peters was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

152. Plaintiff, Jonathan Petrin, is an individual who at times material hereto lived in Albion, Rhode Island. Mr. Petrin was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

153. Plaintiff, Jason Piscopio, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Piscopio was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

154. (a) Plaintiff, John A. Rezendes, is an individual who at times material hereto lived in Jamestown, Rhode Island. Mr. Rezendes was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, John A. Rezendes, brings this claim as father and next friend of Leah M. Rezendes and Cameron M. Rezendes, his minor children.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

155. (a) Plaintiff, Catherine C. Sagesta, is an individual who at times material hereto lived in Taunton, Massachusetts. Ms. Sagesta was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Catherine C. Sagesta, brings this claim as mother and next friend of Christin Cameron and Samantha Cameron, her minor children.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

156. Plaintiff, George Solitro, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Solitro was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

157. (a) Plaintiff, Gary Stein, is an individual who at times material hereto lived in Norton, Massachusetts. Mr. Stein was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Gary Stein, brings this claim as father and next friend of Victoria Stein and Joshua Stein, his minor children.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

158. Plaintiff, Melissa A. Stephenson, is an individual who at times material hereto lived in Coventry, Rhode Island. Ms. Stephenson was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

159. (a) Plaintiff, Ray F. Beauchaine, Jr., is an individual who at all times material hereto lived in West Warwick, Rhode Island. Ray F. Beauchaine, Jr. was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Ray Beauchaine, Jr., brings claims as father and next friend of his minor children Ray F. Beauchaine, III, Christopher R. Beauchaine and Ashley Beauchaine.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

160. Plaintiff, Julie Belson, is an individual who at all times material hereto lived in Danvers, Massachusetts. Julie Belson was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

161. Plaintiff, Kevin Blom, is an individual who at all times material hereto lived in Cranston, Rhode Island. Kevin Blom was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

162. (a) Plaintiff, Milisa Bump, is an individual who at all times material hereto lived in Worcester, Massachusetts. Milisa Bump was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Milisa Bump, brings claims as mother and next friend of her minor children Dereck Bump and Sandra Dunn.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

163. Plaintiff, Jennifer Choquette, is an individual who at all times material hereto lived in South Dartmouth, Massachusetts. Jennifer Choquette was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

164. Plaintiff, Nicole Conant, is an individual who at all times material hereto lived in Medford, Massachusetts. Nicole Conant was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

165. Plaintiff, Stephanie Conant, is an individual who at all times material hereto lived in Medford, Massachusetts. Stephanie Conant was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

166. Plaintiff, Arthur J. Conway, III, is an individual who at all times material hereto lived in Plymouth, Massachusetts. Arthur J. Conway, III, was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

167. Plaintiff, Robert Cushman, is an individual who at all times material hereto lived in Warwick, Rhode Island. Robert Cushman was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

168. (a) Plaintiff, Shauna Dell, is an individual who at all times material hereto lived in Warwick, Rhode Island. Shauna Dell was lawfully on the premises of The Station



nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Claude Richard, brings this claim as husband of Shauna Dell.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

169. (a) Plaintiff, Claude Richard, is an individual who at all times material hereto lived in Warwick, Rhode Island. Claude Richard was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Shauna Dell, brings this claim as wife of Claude Richard.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

170. Plaintiff, Richard Dufour, Jr., is an individual who at all times material hereto lived in Coventry, Rhode Island. Richard Dufour, Jr. was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

171. (a) Plaintiff, James Dufresne, is an individual who at all times material hereto lived in Oxford, Massachusetts. James Dufresne was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, James Dufresne, brings claims as father and next friend of his minor children James J. Dufresne, Jr. and Bryan Dufresne.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

172. Plaintiff, John Gibbs, is an individual who at all times material hereto lived in Attleboro, Massachusetts. John Gibbs was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

173. Plaintiff, Gregory Gray, is an individual who at all times material hereto lived in Pawcatuck, Connecticut. Gregory Gray was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

174. Plaintiff, Grant Hall, is an individual who at all times material hereto lived in Saunderstown, Rhode Island. Grant Hall was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

175. Plaintiff, Michael Iannone, is an individual who at all times material hereto lived in Johnston, Rhode Island. Michael Iannone was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

176. Plaintiff, Adrian Krasinskas, is an individual who at all times material hereto lived in Oxford, Massachusetts. Adrian Krasinskas was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

177. Plaintiff, Joseph LoBianco, is an individual who at all times material hereto lived in North Providence, Rhode Island. Joseph LoBianco was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

178. Plaintiff, David McGinn, is an individual who at all times material hereto lived in Cranston, Rhode Island. David McGinn was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

179. (a) Plaintiff, Deborah Peduzzi, is an individual who at all times material hereto lived in Sutton, Massachusetts. Deborah Peduzzi was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiffs, Deborah Peduzzi and Robert Peduzzi, bring these claims as parents and next friends of Joseph Peduzzi and Ashley Peduzzi, their minor children.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

180. (a) Plaintiff, Dawn Perry, is an individual who at all times material hereto lived in Johnston, Rhode Island. Dawn Perry was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Stephen Perry, brings this claim as husband of Dawn Perry.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

181. (a) Plaintiff, Stephen Perry, is an individual who at all times material hereto lived in Johnston, Rhode Island. Stephen Perry was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Dawn Perry, brings this claim as wife of Stephen Perry.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

182. (a) Plaintiff, Robin Precourt, is an individual who at all times material hereto lived in Lincoln, Rhode Island. Robin Precourt was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Justina Martin, brings this claim as daughter and beneficiary of Robin Precourt.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

183. (a) Plaintiff, Gina Russo, is an individual who at all times material hereto lived in Cranston, Rhode Island. Gina Russo was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Gina Russo, brings claims as mother and next friend of her minor children Alex Odsen and Nicholas Odsen.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

184. Plaintiff, Milton Servis, II, is an individual who at all times material hereto lived in Mashpee, Massachusetts. Milton Servis, II was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

185. Plaintiff, Derrick Silva, is an individual who at all times material hereto lived in Fairhaven, Massachusetts. Derrick Silva was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

186. Plaintiff, Erik Sippy, is an individual who at all times material hereto lived in Warwick, Rhode Island. Erik Sippy was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

187. (a) Plaintiff, David Steets, is an individual who at all times material hereto lived in Johnston, Rhode Island. David Steets was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, David Steets, brings this claim as father and next friend of his minor child, David M. Steets.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

188. (a) Plaintiff, Raul Vargas, is an individual who at all times material hereto lived in Johnston, Rhode Island. Raul Vargas was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Melanie Vargas, brings this claim as wife of Raul Vargas. (c) Plaintiffs, Raul Vargas, and his wife,

Melanie Vargas, bring this claim as parents and next friends of Bryan Vargas, their son, a minor.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

189. Plaintiff, Jennifer Vieira, is an individual who at all times material hereto lived in Cranston, Rhode Island. Jennifer Vieira was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

190. (a) Plaintiff, Andrew S. Richardson, Trustee in Bankruptcy, for Debra and Brian Wagner, brings this claim on behalf of Debra Wagner, who is an individual who at all times material hereto lived in Warwick, Rhode Island. Debra Wagner was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. Andrew S. Richardson was named Trustee in Bankruptcy for Debra and Brian Wagner by the United States Bankruptcy Court for the District of Rhode Island on February 3, 2004 (b) Plaintiff, Andrew S. Richardson, Trustee in Bankruptcy, for Debra and Brian Wagner, brings this claim on behalf of Brian Wagner, as husband of Debra Wagner. (c) Plaintiffs, Debra Wagner, and her husband, Brian Wagner, bring this claim as parents and next friends of Krystal Wagner, their daughter, a minor.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

191. (a) Plaintiff, Gina M. Gauvin, is an individual who at all times material hereto lived in Johnston, Rhode Island. Gina M. Gauvin was lawfully on the premises of The Station

nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Gina M. Gauvin, brings claims as mother and next friend of her minor children Shayna S. Gauvin and Joseph Jordan.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

192. (a) Plaintiff, Scott C. Moresco, is an individual who at all times material hereto lived in Pawtucket, Rhode Island. Scott C. Moresco was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Scott C. Moresco, brings this claim as father and next friend of Tatiana Abel, his minor child.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

193. (a) Plaintiff, Mario B. Cardillo, is an individual who at times material hereto lived in Providence, Rhode Island. Mario B. Cardillo was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Kathleen M. Cardillo, brings this claim as wife of Mario B. Cardillo.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

194. (a) Plaintiff, Kathleen M. Cardillo, is an individual who at times material hereto lived in Providence, Rhode Island. Kathleen M. Cardillo was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20,

2003 where she was injured in the fire. (b) Plaintiff, Mario B. Cardillo, brings this claim as husband of Kathleen M. Cardillo.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

195. Plaintiff, Tammy M. St. Hilaire, is an individual who at all times material hereto lived in Lincoln, Rhode Island. Tammy M. St. Hilaire was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

196. Plaintiff, Robert P. Feeney is an individual who at all times material hereto lived in Plymouth, Massachusetts. Robert P. Feeney was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

197. (a) Plaintiff, David D. Brennan, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Brennan was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff Susan Brennan brings this claim as wife of David D. Brennan.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.



198. Plaintiff, Robert M. Cripe, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Cripe was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

199. Plaintiff, Neil E. Cronin, is an individual who at times material hereto lived in Warwick, Rhode Island. Mr. Cronin was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

200. Plaintiff, Karen M. Gordon, is an individual who at times material hereto lived in West Warwick, Rhode Island. Ms. Gordon was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

201. Plaintiff, Paul R. Gordon, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Gordon was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

202. Plaintiff, Joseph A. Jones, is an individual who at times material hereto lived in Cranston, Rhode Island. Mr. Jones was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

203. Plaintiff, Lee A. Karvonen, is an individual who at times material hereto lived in Greene, Rhode Island. Mr. Karvonen was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

204. Plaintiff, Theresia M. LaBree, is an individual who at times material hereto lived in Pawtucket, Rhode Island. Ms. LaBree was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

205. (a) Plaintiff, Melissa J. Minor, is an individual who at times material hereto lived in West Warwick, Rhode Island. Ms. Minor was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff John Minor brings this claim as husband of Melissa Minor.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

206. Plaintiff, Charles A. Oberg, is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Oberg was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

207. Plaintiff, Linda A. Ormerod, is an individual who at times material hereto lived in Providence, Rhode Island. Ms. Ormerod was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

208. Plaintiff, John S. Pinkham, is an individual who at times material hereto lived in Pawtucket, Rhode Island. Mr. Pinkham was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

209. Plaintiff, Victoria L. Potvin, is an individual who at times material hereto lived in West Warwick, Rhode Island. Ms. Potvin was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

210. Plaintiff, Kerrie A. Rock, is an individual who at times material hereto lived in West Warwick, Rhode Island. Ms. Rock was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

211. Plaintiff, Timothy J. Rossano, is an individual who at times material hereto lived in Warwick, Rhode Island. Mr. Rossano was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

212. (a) Plaintiff, Nancy S. Trautz, is an individual who at times material hereto lived in South Dartmouth, Massachusetts. Ms. Trautz was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff Chris C. Trautz brings this claim as husband of Nancy S. Trautz.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

213. (a) Plaintiff, Donovan Williams, is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Williams was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Donovan Williams, brings these claims as father and next friend of his three minor children, Zachary, Hayley and Dylan Williams.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

214. Plaintiff, Sharon A. Wilson, is an individual who at times material hereto lived in West Warwick, Rhode Island. Ms. Wilson was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

215. Plaintiff, Melanie Fontaine, is an individual who at times material hereto lived in Johnston, Rhode Island. Ms. Fontaine was lawfully on the premises of The Station nightclub on February 20, 2003 where she injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

216. (a) Plaintiff, Shawn Lourenco, is an individual who at times material hereto lived in New Bedford, Massachusetts. Mr. Lourenco was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Mary Lourenco, as legal guardian brings this claim on behalf of Shawn Lourenco's minor children, Brett Lourenco, Bryan Lourenco and Brad Lourenco.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

217. Plaintiff, Ashley A. Poland, is an individual who at times material hereto lived in Wakefield, Rhode Island. Ms. Poland was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

218. Plaintiff, Joseph Cristina, is an individual who at times material hereto lived in East Bridgewater, Massachusetts. Mr. Cristina was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

219. Plaintiff, William Rancourt, is an individual who at times material hereto lived in Providence, Rhode Island. Mr. Rancourt was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

220. Plaintiff, Matthew Dussault, is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Dussault was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

221. Plaintiff, Paul Bertolo, is an individual who at times material hereto lived in Brockton, Massachusetts. Mr. Bertolo was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

222. (a) Plaintiff Cynthia A. Nobles is an individual who at times material hereto lived in North Kingstown, Rhode Island. Cynthia A. Nobles was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff Edward D. Nobles brings this claim as husband of Cynthia A. Nobles. (c) Plaintiff Edward D. Nobles brings this claim as next friend of Ethan MacLeod and Brandon Nobles, minor children of Cynthia A. Nobles.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

223. (a) Plaintiff Edward D. Nobles is an individual who at times material hereto lived in North Kingstown, Rhode Island. Edward D. Nobles was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff

Cynthia A. Nobles brings this claim as wife of Edward D. Nobles. (c) Plaintiff Cynthia A. Nobles brings this claim as mother and next friend of Brandon Nobles, minor child of Edward D. Nobles.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

224. (a) Plaintiff Donald N. Trudeau is an individual who at times material hereto lived in Warwick, Rhode Island. Donald N. Trudeau was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff Roberta Trudeau brings this claim as wife of Donald N. Trudeau.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

225. Plaintiffs Jane C. Sylvester and Robert L. Sylvester, Co-Administrators of the Estate of Jason Sylvester, bring this claim on behalf of the Estate and wrongful death beneficiaries of Jason Sylvester, who lived in Coventry, Rhode Island. Jason Sylvester was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Jane C. Sylvester and Robert L. Sylvester were appointed Co-Administrators of the plaintiff Estate by the Probate Court of the Town of Coventry on July 24, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

226. (a) Plaintiff Erin Pucino is an individual who at times material hereto lived in North Kingstown, Rhode Island. Ms. Pucino was lawfully on the premises of The Station

nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff Erin Pucino brings this claim as mother and next friend of her minor child, Sterling Pucino.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

227. (a) Plaintiff, Dorothy Pimentel, surviving spouse of Carlos Pimentel, brings this action on behalf the wrongful death beneficiaries of Carlos Pimentel who lived in West Warwick, Rhode Island. Carlos Pimentel was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. (b) Dorothy Pimentel brings this claim as wife of the decedent, Carlos Pimentel. (c) Dorothy Pimentel brings this claim as mother and next friend of Savannah Pimentel, Carlos Pimentel, Jr. Cheyenne Pimentel and Cullin Pimentel, minor children of Carlos Pimentel.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

228. (a) Plaintiff, Kimberly Rich, Administratrix, brings this claim on behalf of the estate and wrongful death beneficiaries of Walter Rich who lived in Attleboro, Massachusetts. Walter G. Rich was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Kimberly Rich was appointed administratrix of the estate by the Probate Court of the County of Bristol on June 27, 2003. (b) Plaintiff, Kimberly Rich brings this claim as surviving spouse of the decedent, Walter E. Rich. (c) Kimberly Rich brings this claim as next friend of Christopher Rich, a minor child of Walter E. Rich.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.



229. (a) Plaintiff, Cathren M. Prunier, is an individual who at all times material hereto lived in Worcester, Massachusetts. Ms. Prunier was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Cathren M. Prunier brings this claim as mother and next friend of Peter, Angela and Christopher Shays, her minor children.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

230. (a) Plaintiff, Glenn Therriault, is an individual who at all times material hereto lived in Attleboro, Massachusetts. Mr. Therriault was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Christina Therriault bring this claim as wife of Glenn Therriault. (c) Glenn Therriault brings this claim as father and next friend of his minor child, Maya Therriault.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

231. Plaintiff, Bruce Cormier, is an individual who at all times material hereto lived in Foxboro, Massachusetts. Mr. Cormier was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

232. Plaintiff, Donna Cormier, is an individual who at all times material hereto lived in Foxboro, Massachusetts. Ms. Cormier was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

233. Plaintiff, Brenda Cormier, is an individual who at all times material hereto lived in Foxboro, Massachusetts. Ms. Cormier was lawfully on the premises of The Station nightclub on February 20, 2003 where she sustained injuries in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

234. Plaintiff, Anthony Manzo, Administrator, brings this claim on behalf of the estate and wrongful death beneficiaries of Judith Manzo, who lived in North Providence, Rhode Island. Judith Manzo was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Anthony Manzo was appointed administrator of the estate by the North Providence Probate Court. (b) Anthony Manzo brings this claim as father and next friend of Brianna B. Manzo and Anthony Manzo, II, minor children of Judith Manzo.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

235. Plaintiffs, Raymond Mattera and Jaromir Housa, Co-Administrators of the Estate of Tammy A. Mattera-Housa, bring this claim on behalf of the estate and wrongful death beneficiaries of Tammy A. Mattera-Housa who lived in Warwick, Rhode Island. Tammy A. Mattera-Housa was lawfully on the premises of The Station nightclub on Coweset Avenue, West Warwick, Rhode Island on February 20, 2003 and died from injuries sustained in the fire. Co-Administrators Raymond Mattera and Jaromir Housa were appointed Co-Administrators of the estate by the Warwick Probate Court on July 2, 2004. (b) Plaintiff, Jaromir Housa brings this claim as surviving spouse of the decedent Tammy A. Mattera-Housa and as next friend of Nicholas Housa, minor child of decedent. (c) Plaintiffs Raymond Mattera and Diane Mattera bring this claim on behalf of Nathan Robert Mattera, minor child of decedent.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

236. Plaintiff, Erin Whalen, is an individual who at all times material hereto lived in Coventry, Rhode Island. Ms. Whelan was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

237. Plaintiff, Stephanie Simpson, is an individual who at all times material hereto lived in Johnston, Rhode Island. Ms. Simpson was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Stephanie Simpson, brings this claim as mother and next friend of her three minor children, Matthew Simpson, David Simpson and Tayla Simpson.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

238. Plaintiff, Richard Wiggs, is an individual who at all times material hereto lived in Coventry, Rhode Island. Mr. Wiggs was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

239. Plaintiff, John F. Pickett, Administrator of the Estate of Matthew J. Pickett, brings this claim on behalf of the estate and wrongful death beneficiaries of Matthew J. Pickett, who lived in Bellingham, Massachusetts. Matthew J. Pickett was lawfully on the premises of

The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. John F. Pickett was appointed Administrator by the Probate Court of Norfolk County, Massachusetts, on May 15, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

240. Plaintiff, Michael R. Ricardi is an individual who at all times material hereto lived in Worcester, Massachusetts. Mr. Ricardi was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

(Plaintiff paragraph numbers 241 through 270 reserved.)

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**GENERAL ALLEGATIONS AS TO ALL DEFENDANTS**

271. The amount in controversy as to each defendant is sufficient to satisfy the applicable jurisdictional threshold of the Court.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**JEFFREY DERDERIAN**

272. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of Plaintiffs' Complaint.

273. The defendant Jeffrey Derderian is an individual who at times material hereto resided in Narragansett, Washington County, Rhode Island. At times material hereto

Jeffrey Derderian acted individually and as an agent of defendant DERCO, LLC and as an agent of either TVL Broadcasting, Inc. ("TVL") or STC Broadcasting, Inc. ("STC").

**RESPONSE:** Defendants admit that at the time of the incident which is the subject of the Complaint, Jeffrey Derderian was a resident of Rhode Island. Defendants are without knowledge or information sufficient to form a belief as to the truth of whether Derderian acted individually and as an agent of Defendant DERCO, LLC. Defendants deny that at times material to the Complaint, Derderian was acting as an agent of either TVL Broadcasting, Inc. or STC Broadcasting, Inc.

274. The defendant Jeffrey Derderian was negligent, both individually and as an agent of defendant DERCO, LLC, in the management, maintenance, supervision, control and inspection of The Station. Without limitation, defendant Jeffrey Derderian:

- a. contributed to the over-crowding of The Station of February 20, 2003;
- b. installed and maintained defective material, including flammable foam and other interior finish, in The Station which caused and contributed to fire spread;
- c. failed to ensure compliance with Rhode Island's laws for the permit and use of pyrotechnics;
- d. failed to provide numerous fire prevention, detection, and suppression materials at The Station; and
- e. failed to provide proper means of egress and adequate and operable lighting to illuminate such means of egress during the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

275. Defendant Jeffrey Derderian's negligence, both individually and as an agent of DERCO, LLC caused deaths and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

276. On February 20, 2003, Jeffrey Derderian acted at times material hereto as an investigative reporter for WPRI Channel 12, owned by TVL and/or STC. Together with Channel 12 photographer Brian Butler, also employed by TVL and/or STC, Jeffrey Derderian was investigating and preparing an analysis of nightclub safety for his employer intended to be aired in the wake of a fatal Chicago nightclub fire.

**RESPONSE:** Defendants admit that Brian Butler was a Channel 12 photographer on February 20, 2003. Defendants admit that Derderian began his employment with WPRI on February 17, 2003 and was working for WPRI on February 20, 2003 until 6-6:30 p.m. The remaining averments of this paragraph are denied.

277. Jeffrey Derderian knew of several hazardous conditions in The Station nightclub on February 20<sup>th</sup> prior to 11:00 p.m., including without limitation that the club was substantially overcrowded, that it lacked adequate and lawful egress, that non-flame-retardant and defective egg crate foam had been placed on the interior finish of the walls surrounding the stage where the band would perform, and that Great White would use pyrotechnics in close proximity to these walls.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

278. Had Jeffrey Derderian been investigating any other nightclub but one he owned and operated, he would have, armed with this knowledge, brought it to the attention of the owners and operators of the nightclub in an effort to aggressively promote a newsworthy story and/or to promote safety and prevent tragedy.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

279. Jeffrey Derderian's failure to call attention to these defects as an individual, as owner of DERCO, LLC, and as an investigative reporter for TVL and/or STC working for WPRI Channel 12, caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph as they relate to Derderian individually or as to DERCO LLC. With respect to the averments in this paragraph relating to TVL Broadcasting, Inc. and STC Broadcasting, Inc., the averments are denied.

**COUNT I**  
**JEFFREY DERDERIAN - NEGLIGENCE**

280. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 279 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

281. This Count seeks damages on behalf of all plaintiffs from Jeffrey Derderian arising out of his negligence as an individual, as an agent of DERCO, LLC, and as an agent of TVL and/or STC.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph as they relate to DERCO, LLC. Defendants deny all of the remaining averments in this paragraph.

**COUNT II**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

282. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 279 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

283. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**MICHAEL DERDERIAN**

284. The defendant Michael Derderian is an individual who at times material hereto resided in Saunderstown, Washington County, Rhode Island. At times material hereto Michael Derderian acted individually and as an agent of defendant DERCO, LLC.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

285. The defendant Michael Derderian was negligent, both individually and as an agent of defendant DERCO, LLC, in the management, maintenance, supervision, control and inspection of The Station. Without limitation, defendant Michael Derderian:

- a. contributed to the overcrowding of The Station on February 20, 2003;
- b. installed and maintained defective material, including flammable foam and other interior finish, in The Station which caused and contributed to the fire spread;



c. failed to ensure compliance with Rhode Island's laws for the permit and use of pyrotechnics;

d. failed to provide numerous fire prevention, detection and suppression materials at The Station; and

e. failed to provide proper means of egress and adequate and operable lighting to illuminate such means of egress during the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

286. Defendant Michael Derderian's negligence, both individually and as an agent of DERCO, LLC, caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT III**  
**MICHAEL DERDERIAN - NEGLIGENCE**

287. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 284 through 286 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

288. This Count seeks damages on behalf of all plaintiffs from Michael Derderian arising out of his negligence as an individual and as an agent of DERCO, LLC.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT IV**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

289. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 284 through 286 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

290. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**DERCO, LLC**

291. The defendant DERCO, LLC is a Rhode Island Corporation with a principal place of business in West Warwick. DERCO, LLC does business as The Station and is owned by defendants Jeffrey Derderian and Michael Derderian.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

292. The defendant DERCO, LLC, through its agents, servants and employees, was negligent in the management, maintenance, supervision, control and inspection of The Station, which it owned and operated. DERCO, LLC's negligence included, without limitation:

- a. allowing The Station to be overcrowded on February 20, 2003;

b. allowing the installation and maintenance of defective material, including flammable foam and other interior finish, in The Station which caused and contributed to fire spread;

c. failing to ensure compliance with Rhode Island's laws for the permit and use of pyrotechnics;

d. failing to provide numerous fire prevention, detection and suppression materials at The Station; and

e. failing to provide proper means of egress and adequate and operable lighting to illuminate such means of egress during the fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

293. Defendant DERCO, LLC's negligence caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT V**  
**DERCO, LLC - NEGLIGENCE**

294. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 291 through 293 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

295. This Count seeks damages on behalf of all plaintiffs from DERCO, LLC arising out of its negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT VI**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

296. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 291 through 293 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

297. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**HOWARD JULIAN**

298. The defendant Howard Julian is an individual who at times material hereto resided in Hope Valley, Washington County, Rhode Island. At times material hereto Howard Julian acted individually and as an agent and owner of defendant La Villa Strangiato, Inc.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

299. From December 5, 1995 through March 7, 2000, the defendant Howard Julian, individually and as an agent and owner of La Villa Strangiato, Inc. negligently managed, maintained, supervised, controlled and inspected premises at 211 Cowesett Avenue, West Warwick, while such premises were being leased from the defendant, Triton

Realty Limited Partnership. Julian's negligence included the installation and maintenance of defective material, including interior finish, on the premises, which caused and contributed to fire spread on February 20, 2003. Defendant Howard Julian's negligence, both individually and as an agent of La Villa Strangiato, Inc. caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT VII**  
**HOWARD JULIAN - NEGLIGENCE**

300. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 298 through 299 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

301. This Count seeks damages on behalf of all plaintiffs from Howard Julian arising out of his negligence as an individual and as an agent of La Villa Strangiato, Inc.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT VIII**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

302. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 298 through 299 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

303. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**TRITON REALTY LIMITED PARTNERSHIP**

304. Triton Realty Limited Partnership is a limited partnership organized under the laws of Massachusetts, registered to do business in and having a principal place of business in Rhode Island. At all relevant times Triton Realty Limited Partnership owned property at 211 Cowesett Avenue, West Warwick, Rhode Island, and leased property to various individuals and entities for the operation of restaurants and nightclubs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

305. As property owner Triton Realty Limited Partnership had an obligation to keep the premises reasonably safe for all persons lawfully on the property. As landlord, Triton Realty Limited Partnership retained the right to approve or reject any and all alterations or repairs made by the tenant. Triton Realty Limited Partnership retained sufficient control over the leased premises to impose upon it a duty to correct defective and nuisance conditions created by tenants both prior to renewal of leases and after lease renewal but prior to the fire of February 20, 2003. Triton Realty Limited Partnership also warranted to its lessees that the leased premises complied with all applicable building, safety and fire regulations as of the date of the lease, giving rise to a duty to make such corrections as were necessary to make the statement true.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

306. Triton Realty Limited Partnership breached the aforementioned duties and obligations by negligently failing to correct and remove defective conditions on the premises, including without limitation, defective material installed on the premises, including interior finish, and failing to correct open and obvious building and fire code violations on the premises. Defendant Triton Realty Limited Partnership's negligence caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

307. On information and belief, Defendant Triton Realty Limited Partnership has transferred assets with the intent to hinder, delay or defraud Plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT IX**  
**TRITON REALTY LIMITED PARTNERSHIP - NEGLIGENCE**

308. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 304 through 307 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

309. This Count seeks damages on behalf of all plaintiffs from Triton Realty Limited Partnership arising out of its negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT X**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

310. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 304 through 307 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

311. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**TRITON REALTY, INC.**

312. Triton Realty, Inc. is a corporation organized under the laws of Massachusetts and registered to do business in and having a principal place of business in Rhode Island. At relevant times Triton Realty, Inc. was the General Partner of Triton Realty Limited Partnership, which limited partnership owned property at 211 Cowesett Avenue, West Warwick, Rhode Island and leased the property to various individuals and entities for the operations of restaurants and nightclubs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

313. As general partner of Triton Realty Limited Partnership, Triton Realty, Inc. had an obligation to keep the premises at 211 Cowesett Avenue in West Warwick, Rhode Island reasonably safe for all persons lawfully on the property. As general partner of the landlord, Triton Realty Limited Partnership, Triton Realty, Inc. retained the right to approve



or reject any and all alterations or repairs made by the tenant. Triton Realty, Inc., as general partner of Triton Realty Limited Partnership, retained sufficient control over the leased premises to impose upon it a duty to correct defects and nuisance conditions created by tenants both prior to renewal of leases and after lease renewal but prior to the fire of February 20, 2003. Triton Realty, Inc., as general partner of Triton Realty Limited Partnership, warranted to its lessees that the leased premises complied with all applicable building, safety and fire regulations as of the date of the lease, giving rise to a duty to make such corrections as were necessary to make the statement true.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

314. Triton Realty, Inc., as general partner of Triton Realty Limited Partnership, breached the aforementioned duties and obligations by negligently failing to correct and remove defective conditions on the premises, including without limitation, defective material installed on the premises, including interior finish, and failing to correct open and obvious building and fire code violations. Defendant Triton Realty, Inc.'s negligence caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

315. On information and belief Defendant Triton Realty, Inc. has transferred assets with the intent to hinder, delay or defraud Plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XI**  
**TRITON REALTY, INC. - NEGLIGENCE**

316. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 312 through 315 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

317. This Count seeks damages on behalf of all plaintiffs from Triton Realty, Inc. arising out of its negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XII**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

318. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 312 through 315 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

319. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**RAYMOND J. VILLANOVA**

320. Raymond J. Villanova ("Villanova") is a resident of Warwick, Kent County, Rhode Island. At relevant times Raymond J. Villanova was General Partner of Triton

Realty Limited Partnership, the owner of property at 211 Cowesett Avenue, West Warwick, Rhode Island.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

321. As general partner of the property owner Triton Realty Limited Partnership, Villanova had an obligation to keep the premises reasonably safe for all persons lawfully on the property. As general partner to the landlord, Triton Realty Limited Partnership, Villanova retained the right to approve or reject any and all alterations or repairs made by the tenant. As general partner of Triton Realty Limited Partnership, Villanova retained sufficient control over the leased premises to impose upon it a duty to correct defects and nuisance conditions created by the tenants both prior to renewal of leased and after lease renewal but prior the fire of February 20, 2003. Raymond J. Villanova, as general partner of Triton Realty Limited Partnership retained sufficient control over the leased premises to impose upon it a duty to correct defects and nuisance conditions created by tenants both prior to renewal of leases and after lease renewal but prior to the fire of February 20, 2003. Raymond J. Villanova, as general partner of Triton Realty Limited Partnership, warranted to its lessees that the leased premises complied with all applicable building, safety and fire regulations as of the date of the lease, giving rise to a duty to make such corrections as were necessary to make the statement true.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

322. Villanova as general partner of Triton Realty Limited Partnership breached the aforementioned duties and obligations by negligently failing to correct and remove defective conditions on the premises, including without limitation, defective material

installed on the premises, including interior finish, failing to correct open and obvious building and fire code violations. Defendant Villanova's negligence caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

323. On information and belief Defendant Villanova has transferred assets with the intent to hinder, delay or defraud Plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XIII**  
**RAYMOND J. VILLANOVA - NEGLIGENCE**

324. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 320 through 323 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

325. This Count seeks damages on behalf of all plaintiffs from Raymond J. Villanova arising out of his negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XIV**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

326. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 320 through 323 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

327. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**JACK RUSSELL**

328. The defendant Jack Russell is a resident of California, and was on February 20, 2003, the lead singer of the Band Great White. Defendant Russell individually managed and controlled many aspects of the Band's performance, including its use of pyrotechnics.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

329. The defendant Russell had a duty to exercise reasonable care for the safety of the patrons at The Station nightclub in connection with a concert performed there by Great White on February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

330. The defendant Russell failed to use reasonable care and failed to comply with the laws of the State of Rhode Island including, without limitation:

a. the failure to obtain a valid certificate of competency from the State Fire Marshal for the possession and display of pyrotechnics;

b. the failure to obtain a permit for the use and display of proximate pyrotechnics;

c. the failure to comply with the Rhode Island Fire Safety Code for Fireworks and Pyrotechnics (chapter 23-28.11-3 -- 11-10); and

d. failure to display pyrotechnics in accordance with the requirements of the National Fire Protection Association Standard 1126, entitled "Use of Pyrotechnics Before a Proximate Audience."

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

331. Defendant Jack Russell's failure to use reasonable care and violation of the laws of the State of Rhode Island and the requirements of NFPA 1126 caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XV**  
**JACK RUSSELL - NEGLIGENCE**

332. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 328 through 331 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

333. This Count seeks damages on behalf of all plaintiffs from Jack Russell arising out of his negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XVI**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

334. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 328 through 331 of this Complaint. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint. Further, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**JACK RUSSELL TOURING, INC.**

335. The defendant, Jack Russell Touring, Inc. is a California corporation that employed Jack Russell and other members of the band Great White in February of 2003. Jack Russell Touring, Inc. managed and controlled many aspects of the band Great White's performance, including its use of pyrotechnics. Jack Russell Touring, Inc. had a duty to exercise reasonable care for the safety of the patrons of The Station and a duty to comply with the laws of Rhode Island in connection with a concert performed by Great White at The Station on February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

336. The defendant Jack Russell Touring, Inc. failed to use reasonable care and failed to comply with the laws of the State of Rhode Island, including without limitation:

a. the failure to obtain a valid certificate of competency from the State Fire Marshal for the possession and display of pyrotechnics;

b. the failure to obtain a permit for the use and display of proximate pyrotechnics;

c. the failure to comply with the Rhode Island Fire Safety Code for Fireworks and Pyrotechnics (chapter 23-28.11-3 -- 11-10); and

d. failure to display pyrotechnics in accordance with the requirements of the National Fire Protection Association Standard 1126, entitled "Use of Pyrotechnics Before a Proximate Audience."

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

337. Additionally, Defendant Jack Russell Touring, Inc., through its agents, servants and employees, transported more than 25 kilograms of explosive material (fireworks) in interstate commerce and into Rhode Island without registration or permit, state or federal, allowing same to be used by unlicensed persons in close proximity to the public, within a confined, highly flammable space.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

338. Said actions by Jack Russell Touring, Inc. were negligent and in violation of state and federal laws, including but not limited to R.I.G.L. Title 11, Chapter 13, Section 8 and 49 C.F.R. § 107.601(a)(2).

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.



339. Plaintiffs bring the following claims under common law of negligence and under R.I.G.L. §9-1-2. The negligence and violations of criminal law by Jack Russell Touring, Inc. were a proximate cause of Plaintiffs' deaths and injuries.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XVII**  
**JACK RUSSELL TOURING, INC. - NEGLIGENCE**

340. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 335 through 339 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

341. This Count seeks damages on behalf of all plaintiffs from Jack Russell Touring, Inc. arising out of its negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XVIII**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

342. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 335 through 339 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

343. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**PAUL WOOLNOUGH**

344. The defendant Paul Woolnough is a resident of the State of California, and a principal of Knight Records, Inc. and Manic Music Management, Inc. The defendant Woolnough, individually and through Knight Records, Inc. and Manic Music Management, Inc. managed and controlled many aspects of the band Great White's performance on February 20, 2003, including its use of pyrotechnics.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

345. The defendant Paul Woolnough had a duty to exercise reasonable care for the safety of patrons of The Station nightclub and to comply with the laws of Rhode Island in connection with a concert performed at The Station by Great White on February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

346. The defendant Paul Woolnough failed to use reasonable care and failed to comply with the laws of the State of Rhode Island, including without limitation:

a. the failure to obtain a valid certificate of competency from the State Fire Marshal for the possession and display of pyrotechnics;

b. the failure to obtain a permit for the use and display of proximate pyrotechnics;

c. the failure to comply with the Rhode Island Fire Safety Code for Fireworks and Pyrotechnics (chapter 23-28.11-3 -- 11-10); and

d. failure to display pyrotechnics in accordance with the requirements of the National Fire Protection Association Standard 1126, entitled "Use of Pyrotechnics Before a Proximate Audience."

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

347. Defendant Paul Woolnough's negligence, both individually and as an agent of Knight Reccrds, Inc. and Manic Music Management, Inc., caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XIX**  
**PAUL WOOLNOUGH - NEGLIGENCE**

348. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 344 through 347 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

349. This Count seeks damages on behalf of all plaintiffs from Paul Woolnough arising out of its negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XX**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

350. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 344 through 347 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

351. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**MANIC MUSIC MANAGEMENT, INC.**

352. The defendant Manic Music Management, Inc. is a corporation organized under the laws of California. At relevant times the defendant Manic Music Management, Inc. managed and controlled many aspects of the band Great White's performance, including its use of pyrotechnics.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

353. The defendant Manic Music Management, Inc. had a duty to exercise reasonable care for the safety of patrons of The Station and comply with the laws of Rhode Island in connection with a concert performed at The Station on February 20, 2003 by Great White.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

354. The defendant Manic Music Management, Inc. failed to use reasonable care and failed to comply with the laws of the State of Rhode Island, including without limitation:

- a. the failure to obtain a valid certificate of competency from the State Fire Marshal for the possession and display of pyrotechnics;
- b. the failure to obtain a permit for the use and display of proximate pyrotechnics;
- c. the failure to comply with the Rhode Island Fire Safety Code for Fireworks and Pyrotechnics (chapter 23-28.11-3 -- 11-10); and
- d. failure to display pyrotechnics in accordance with the requirements of the National Fire Protection Association Standard 1126, entitled "Use of Pyrotechnics Before a Proximate Audience."

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

355. Defendant Manic Music Management's negligence caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XXI**  
**MANIC MUSIC MANAGEMENT, INC. - NEGLIGENCE**

356. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 352 through 355 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

357. This Count seeks damages on behalf of all plaintiffs from Manic Music Management, Inc. arising out of its negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XXII**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

358. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 352 through 355 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

359. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**KNIGHT RECORDS, INC.**

360. The defendant Knight Records, Inc. is a corporation organized under the laws of California. At relevant times Knight Records, Inc. managed and controlled many aspects of the band Great White's performance, including its use of pyrotechnics.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

361. The defendant Knight Records, Inc. had a duty to exercise reasonable care for the safety of patrons at The Station and to comply with the laws of Rhode Island in connection with a concert performed at The Station by Great White on February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

362. The defendant Knight Records, Inc. failed to exercise reasonable care and failed to comply with the laws of the State of Rhode Island, including without limitation:

- a. the failure to obtain a valid certificate of competency from the State Fire Marshal for the possession and display of pyrotechnics;
- b. the failure to obtain a permit for the use and display of proximate pyrotechnics;
- c. the failure to comply with the Rhode Island Fire Safety Code for Fireworks and Pyrotechnics (chapter 23-28.11-3 -- 11-10); and
- d. failure to display pyrotechnics in accordance with the requirements of the National Fire Protection Association Standard 1126, entitled "Use of Pyrotechnics Before a Proximate Audience."

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

363. Defendant Knight Records, Inc.'s negligence caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XXIII**  
**KNIGHT RECORDS, INC. - NEGLIGENCE**

364. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 360 through 363 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

365. This Count seeks damages on behalf of all plaintiffs from Knight Records, Inc. arising out of its negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XXIV**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

366. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 360 through 363 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

367. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**DANIEL BIECHELE**

368. The defendant Daniel Biechele is a resident of the State of California and was at relevant times tour manager of the band Great White and agent for Knight Records, Inc., Manic Music Management, Inc. and Jack Russell Touring, Inc.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

369. The defendant Daniel Biechele had a duty to exercise reasonable care for the safety of patrons at The Station and to comply with the laws of Rhode Island in connection with a concert performed at The Station by Great White on February 20, 2003.



**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

370. The defendant Daniel Biechele was negligent in the ignition of pyrotechnics before a proximate audience, failed to exercise reasonable care and failed to comply with the laws of the State of Rhode Island, including without limitation:

- a. the failure to obtain a valid certificate of competency from the State Fire Marshal for the possession and display of pyrotechnics;
- b. the failure to obtain a permit for the use and display of proximate pyrotechnics;
- c. the failure to comply with the Rhode Island Fire Safety Code for Fireworks and Pyrotechnics (chapter 23-28.11-3 -- 11-10); and
- d. failure to display pyrotechnics in accordance with the requirements of the National Fire Protection Association Standard 1126, entitled "Use of Pyrotechnics Before a Proximate Audience."

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

371. Defendant, Daniel Biechele's negligence, both individually and as an agent of Jack Russell Touring, Inc., Knight Records, Inc., and Manic Music Management, Inc. caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XXV**  
**DANIEL BIECHELE - NEGLIGENCE**

372. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 368 through 371 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

373. This Count seeks damages on behalf of all plaintiffs from Daniel Biechele arising out of his negligence as an individual, and as an agent of Jack Russell Touring, Inc., Knight Records, Inc. and Manic Music Management, Inc.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XXVI**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

374. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 368 through 371 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

375. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**ANHEUSER-BUSCH, INCORPORATED AND**  
**ANHEUSER-BUSCH COMPANIES, INCORPORATED**

376. The defendants Anheuser-Busch, Incorporated and Anheuser-Busch Companies, Incorporated (hereinafter collectively "Anheuser-Busch") are foreign corporations with a principal place of business in St. Louis, Missouri. Anheuser-Busch is registered to do business in Rhode Island and conducts business in Rhode Island both independently and through an exclusive distributing agency, defendant McLaughlin & Moran, Inc.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

377. Defendant Anheuser-Busch owns the registered trademark "Budweiser" and through written and verbal agreements with agents such as McLaughlin & Moran, Inc. grants the right to use the Budweiser trademark under circumstances which Anheuser-Busch controls. These circumstances include, upon information and belief, the requirement that Anheuser-Busch's trademark Budweiser not be used for or in support of or in sponsorship or promotion of an illegal activity.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

378. Anheuser-Busch derives direct and indirect economic benefit from the use of the Budweiser trademark in circumstances where Anheuser-Busch can promote brand awareness, and encourage consumption of Budweiser and other Anheuser-Busch products. These circumstances include the use of the Budweiser trademark to invite individuals to crowded clubs, to concerts, and to places of public assembly where target age-groups gather that are known and predicted by Anheuser-Busch to consume its products.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

379. Anheuser-Busch had at all material times a special awareness of the need to regulate and insure the safe use of pyrotechnic special effects at indoor locations. Senior officials of Anheuser-Busch serve as members and alternates on the Technical Committee on Special Effects, the drafter of NFPA 1126, the national standard for the use of pyrotechnics before a proximate audience.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

380. By early January 2003, Anheuser-Busch, directly and through its agent McLaughlin & Moran, Inc., had determined that it would grant the use of the trademark Budweiser to promote, sponsor and endorse a concert by the heavy metal band Great White at The Station in West Warwick, Rhode Island on February 20, 2003. Anheuser-Busch agreed to do this by:

- a. advertising its promotion and sponsorship in print and on the radio;
- b. printing a banner which announced the concert and expressly invited patrons to "party with Budweiser" and hanging it outside the concert venue days prior to February 20, 2003;
- c. determining and advertising that it would specifically distribute Budweiser product that was bottled, or "born on," the date of the concert, February 20, 2003 and delivering said beer to The Station on 2/20/03;
- d. distributing hats, tee shirts and other Budweiser products within the concert venue at The Station during the concert on February 20, 2003;

e. meeting with others who were promoting the concert, including the club owners and operators, officials and employees of the radio station WHJY and its parent Clear Channel, Inc., and coordinating the timing of these promotional activities prior to and during the concert of February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

381. Anheuser-Busch knew or should have known that the concert that it promoted involved a band that customarily utilized pyrotechnics, and that Great White had repeatedly, openly and illegally used unlicensed pyrotechnics on its tour on numerous occasions prior to February 20, 2003. Minimal inquiry by Anheuser-Busch would have disclosed the inherently dangerous nature of the band's performance, a performance that began with the setting off of illegal fireworks.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

382. By virtue of these special circumstances, Anheuser-Busch owed a duty as a promoter and sponsor of the concert Great White was to perform in West Warwick at The Station on February 20, 2003, to make that minimal inquiry sufficient to discover the dangers of the band's performance. Additionally, Anheuser-Busch's allowing use of the "Budweiser" trademark without making such minimal inquiry into the quality or safety of the product or services associated with it constituted naked licensing of the mark which deceived or tended to deceive the public, including Plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

383. This duty derived from their special role in supporting and promoting the concert, and from their superior knowledge of the dangers of improperly licensed and regulated proximate pyrotechnics in this setting.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

384. Anheuser-Busch breached their duty to patrons at the Great White concert at The Station in West Warwick on February 20, 2003, and their negligence caused deaths of and severe personal injuries to plaintiffs. Moreover, Anheuser-Busch's actions substantially contributed to the unlawful and dangerous overcrowding of the premises, and to the patrons' difficulties in escaping the burning building.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XXVII**  
**ANHEUSER-BUSCH – NEGLIGENCE**

385. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 376 through 384 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

386. This Count seeks, on behalf of all plaintiffs, damages from Anheuser-Busch arising out of its negligence as an entity and through its agent, McLaughlin & Moran, Inc.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**MCLAUGHLIN & MORAN**

387. McLaughlin & Moran, Inc. is a Rhode Island corporation with a principal place of business in Cranston, County of Providence, Rhode Island. At all relevant times McLaughlin & Moran, Inc. was the exclusive distributor for Anheuser-Busch in Rhode Island, acting as its agent with respect to all matters, including without limitation, agreements for the use of the Budweiser trademark owned by Anheuser-Busch.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

388. By early January 2003, McLaughlin & Moran, Inc., acting individually and as the agent of Anheuser-Busch, determined that it would grant the use the trademark Budweiser to promote, sponsor and endorse a concert by the heavy metal band Great White at The Station in West Warwick, Rhode Island on February 20, 2003. McLaughlin & Moran, Inc. agreed to do this by:

- a. advertising its promotion and sponsorship in print and on the radio on behalf of Budweiser;
- b. printing a banner which announced the concert and expressly invited patrons to "party with Budweiser" and hanging it outside the concert venue days prior to February 20, 2003;
- c. determining and advertising that it would specifically distribute Budweiser product that was bottled, or "born on," the date of the concert, February 20, 2003;
- d. providing its employees to distribute tee shirts and other Budweiser products within the concert venue at The Station during the concert on February 20, 2003; and
- e. meeting with others who were promoting the concert, including the club owners and operators, officials and employees of the radio station WHJY and its parent

Clear Channel, Inc., and coordinating the timing of these promotional activities prior to and during the concert of February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

389. McLaughlin & Moran, Inc., both individually and as the agent of Anheuser-Busch, knew or should have known that the concert that it chose to promote involved a band that customarily utilized pyrotechnics, and that Great White had repeatedly, openly and illegally used unlicensed pyrotechnics on its tour on numerous occasions prior to February 20, 2003. Minimal inquiry by McLaughlin & Moran, Inc., individually and as agent of Anheuser-Busch, would have disclosed the inherently dangerous nature of the band's performance, a performance that began with the setting off of illegal fireworks.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

390. By virtue of these special circumstances, McLaughlin & Moran, Inc., both individually and as agent of Anheuser-Busch, owed a duty as a promoter and sponsor of the concert Great White was to perform in West Warwick at The Station on February 20, 2003, to make that minimal inquiry sufficient to discover the dangers of the band's performance. Additionally, McLaughlin & Moran, Inc.'s allowing use of the "Budweiser" trademark without making such minimal inquiry into the quality or safety of the product or services associated with it constituted naked licensing of the mark which deceived or tended to deceive the public, including Plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.



391. This duty derived from the special role that McLaughlin & Moran, individually and as agent of Anheuser-Busch played in supporting and promoting the concert, and from the superior knowledge of Anheuser-Busch relating to the dangers of improperly licensed and regulated proximate pyrotechnics in this setting.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

392. McLaughlin & Moran, Inc. breached their duty to patrons of the Great White concert at The Station in West Warwick on February 20, 2003, and their negligence caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XXVIII**  
**McLAUGHLIN & MORAN, INC. – NEGLIGENCE**

393. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 387 through 392 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

394. This Count seeks, on behalf of all plaintiffs, damages from the defendant McLaughlin & Moran, Inc., both individually and as an agent of Anheuser-Busch.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**WHJY, INC. AND CAPSTAR RADIO OPERATING COMPANY**

395. The defendant WHJY, Inc. is a Rhode Island corporation with a principal place of business in San Antonio, TX. WHJY, Inc. operates WHJY-FM in Providence,

Rhode Island. WHJY, Inc. is a wholly owned subsidiary of the defendant Clear Channel Broadcasting, Inc. On information and belief, since The Station nightclub fire defendant Capstar Radio Operating Company, another Rhode Island corporation, has succeeded to the interests of WHJY, Inc.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

396. Defendant WHJY was in early 2003 a radio station that broadcast, among other types of music, heavy metal rock music. The defendant was sufficiently familiar with the band known as Great White to be aware of the style and manner of its musical performance and stage production. Specifically, WHJY, Inc., through its agents, servants and employees had or should have had specific knowledge that the band Great White used pyrotechnics before proximate audiences at its concerts.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

397. By early January 2003, defendant WHJY, Inc. had determined that it would promote, sponsor and endorse a concert by the heavy metal band Great White at The Station in West Warwick, Rhode Island on February 20, 2003. WHJY, Inc. agreed to accomplish this by:

- a. advertising its promotion and sponsorship in print and on the radio;
- b. authorizing a banner which announced the concert and expressly invited patrons to “party with WHJY” and hanging it outside the concert venue days prior to February 20, 2003;
- c. distributing free tickets to the concert through its radio station;

d. providing its employee Mike Gonsalves to be master of ceremonies and to introduce the band Great White, as well as providing various interns to assist at The Station during the concert with promotion and sponsorship;

e. meeting with others who were promoting the concert, including club owners and operators, and employees of defendants Anheuser-Busch and McLaughlin & Moran, Inc., and coordinating the timing of these promotional activities prior to and during the concert of February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

398. Defendant WHJY, Inc. by its employee and agent, Mike Gonsalves, had both the authority and opportunity to stop or delay Great White's performance over any issue relating to safety or equipment.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

399. WHJY, Inc. knew or should have known that the concert and band that it promoted was one that customarily utilized pyrotechnics and that Great White had repeatedly, openly and illegally used unlicensed pyrotechnics on its tour on numerous occasions prior to February 20, 2003. Minimal inquiry by WHJY, Inc. would have disclosed the inherently dangerous nature of the band's performance, a performance that WHJY knew or should have known would begin with the setting off of illegal pyrotechnics before a proximate audience.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

400. By virtue of these special circumstances, WHJY, Inc. owed a duty as the promoter and sponsor of the concert Great White was to perform in West Warwick at The Station on February 20, 2003, to make minimal inquiry sufficient to discover the dangers of the band's performance. Additionally, WHJY, Inc.'s allowing use of the trademark or servicemark, "WHJY" without making such minimal inquiry into the quality or safety of the product or services associated with it constituted naked licensing of the mark which deceived, or tended to deceive, the public, including Plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

401. WHJY, Inc.'s duty derived from its special role in supporting and promoting the concert and from its superior knowledge of the likelihood and probability that Great White would utilize proximate pyrotechnics in an illegal fashion in a proximate setting such as that at The Station.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

402. WHJY, Inc. breached its duty to patrons of the Great White concert at The Station in West Warwick on February 20, 2003, and their negligence caused deaths and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XXIX**  
**WHJY, INC. AND/OR CAPSTAR – NEGLIGENCE**

403. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 395 through 402 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

404. This Count seeks on behalf of all plaintiffs, damages from WHJY, Inc. or its successor in interest, Capstar Radio Operating Company, arising out of its negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**CLEAR CHANNEL BROADCASTING, INC.**

405. The defendant Clear Channel Broadcasting, Inc. is a Nevada corporation with a principal place of business in San Antonio, Texas. Upon information and belief, Clear Channel Broadcasting, Inc. is engaged in the business of ownership and operation of radio stations and owns WHJY, Inc. and its successor in interest, Capstar, supra.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

406. Clear Channel, in addition to owning WHJY, Inc. and Capstar, directly manages and controls the day-to-day affairs and policies of the radio station, WHJY-FM, including without limitation, decisions made with respect to promotion and sponsorship of concerts such as that which occurred at The Station on February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

407. Clear Channel is directly responsible as principal for the actions of its agent, WHJY, Inc., as more specifically set out in Count XXIX.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

408. Defendant Clear Channel's negligence, both individually and as principal of the agent WHJY, Inc., caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XXX**  
**CLEAR CHANNEL BROADCASTING, INC. - NEGLIGENCE**

409. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 395 through 408 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

410. This Count seeks damages on behalf of all plaintiffs from Clear Channel Broadcasting, Inc. arising out of its negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**DENIS P. LAROCQUE, ANTHONY BETTENCOURT AND MALCOLM MOORE,**  
**IN HIS CAPACITY AS FINANCE DIRECTOR OF THE**  
**TOWN OF WEST WARWICK**

411. The defendant Denis Larocque is a resident of West Warwick, Kent County, Rhode Island and is and was at relevant times Fire Inspector for the Town of West Warwick and responsible for enforcement of fire safety laws in the Town.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

412. Defendant Anthony Bettencourt is an individual who, at all times material hereto, was employed as a police officer by the Town of West Warwick, Rhode Island.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

413. Malcolm Moore is Finance Director of the Town of West Warwick, a municipal corporation organized and existing under the laws of the State of Rhode Island.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

414. Denis Larocque as Fire Inspector was responsible for inspecting commercial structures in the Town of West Warwick and for enforcing the fire code and building laws of the State of Rhode Island within West Warwick.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

415. Denis Larocque, Fire Inspector, negligently failed to properly inspect the premises at 211 Cowesett Avenue in West Warwick, Rhode Island at various times prior to February 20, 2003; additionally, said inspections were relied upon by the owners of The Station and of the realty.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

416. As a proximate result of Defendant Denis P. Larocque's negligence plaintiffs suffered injuries or death.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

417. On February 20, 2003, Anthony Bettencourt was employed as a special detail officer to provide security services, and enforce the law, at The Station nightclub before and during the Great White Concert.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

418. Defendant Anthony Bettencourt negligently failed to use reasonable care in carrying out his duties, failed to monitor and enforce occupancy restrictions, and permitted dangerous and unlawful overcrowding of the premises, failed to enforce Rhode Island's laws for the permit and use of pyrotechnics and otherwise negligently failed to perform his functions intended to protect the patrons of The Station, including plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

419. As a direct and proximate result of Anthony Bettencourt's negligence plaintiffs suffered injuries or death.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

420. The negligence of the Town of West Warwick, by and through its agents, servants and employees, included without limitation:

- a. failing to adequately inspect The Station for safety hazards and violations;
- b. failing to enforce fire safety laws, regulations and standards;
- c. allowing unsafe numbers of persons on the premises during the performance;
- d. allowing the use of dangerous pyrotechnic devices during performances at The Station;
- e. allowing a public nuisance and a fire hazard to exist for an unreasonable period of time, namely, The Station nightclub;
- f. failing to provide sufficient security and fire protection for a function at which they knew or should have known large numbers of people would be in attendance;



g. knowing of numerous dangerous conditions and fire hazards at The Station and failing to remedy those conditions or ordering them to be remedied;

h. failing to protect members of the public for the foreseeable risk of serious injury or death at The Station;

i. failing to adequately oversee, supervise, monitor, evaluate, train and/or retrain those performing inspections of The Station;

j. through the actions and inactions of its "detail policeman" Anthony Bettencourt who was performing a non-governmental function typically performed by private security services on the night of the fire, allowing (a) through (i), above; and

k. responsibility for other acts and failures to act that may become apparent after discovery.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

421. The negligence of Denis P. Larocque and the Town of West Warwick was egregious; his actions constituted a lack of good faith performance of his duties.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

422. The negligence of Anthony Bettencourt was egregious.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

423. The negligence of all other agents, servants and employees of the Town of West Warwick including, without limitation, that of Building Inspector Stephen D. Murray, was egregious.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

424. All plaintiffs provided the Town of West Warwick with a Notice of Presentment of Claim, pursuant to Rhode Island General Laws Section 45-15-5.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

425. The egregious negligence of the Town of West Warwick through Denis Larocque, and/or Anthony Bettencourt and/or Stephen D. Murray (or other agents, servants or employees) was a proximate cause of plaintiffs' deaths and injuries.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XXXI**  
**MALCOLM MOORE IN HIS CAPACITY AS FINANCE DIRECTOR**  
**OF THE TOWN OF WEST WARWICK – NEGLIGENCE**

426. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 411 through 425 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

427. This Count seeks, on behalf of all plaintiffs, damages from Malcolm Moore in his capacity as Finance Director of the Town of West Warwick for the town's negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XXXII**  
**DENIS P. LAROCQUE, FIRE INSPECTOR - NEGLIGENCE**

428. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 411 through 425 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

429. This Count seeks, on behalf of all plaintiffs, damages from Denis Larocque, Fire Inspector of the Town West Warwick, individually and in his official capacity, arising out of his negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XXXIII**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

430. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 411 through 425 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

431. Several of Defendant Larocque's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XXXIV**  
**ANTHONY BETTENCOURT - NEGLIGENCE**

432. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 411 through 425 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

433. This Count seeks, on behalf of all plaintiffs, damages from Anthony Bettencourt individually and in his official capacity for his negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**STATE OF RHODE ISLAND AND**  
**IRVING J. OWENS, FIRE MARSHAL**

434. The defendant, State of Rhode Island, is a body politic and through its Fire Marshal, Irving J. Owens, is directly responsible for the enactment and enforcement of fire safety laws within the State of Rhode Island. In particular, the State of Rhode Island and Irving J. Owens, Fire Marshal are responsible for inspecting commercial structures such as The Station in the Town of West Warwick and for enforcing fire code and building code laws of the State of Rhode Island with respect to said structures.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

435. The State of Rhode Island and Fire Marshal Irving J. Owens negligently and carelessly failed to properly inspect The Station and enforce the laws of the State of Rhode proximately causing injuries and deaths to plaintiffs. Such negligence included failing to enforce appropriate capacity limitations and exit requirements, failing to discover and order

remedied highly flammable interior finish within the building and failing to properly train and supervise state personnel responsible for enforcing the fire safety laws of Rhode Island.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

436. The negligence of the State of Rhode Island and Irving J. Owens, Fire Marshal, was egregious.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XXXV**  
**STATE OF RHODE ISLAND - NEGLIGENCE**

437. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 434 through 436 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

438. This Count seeks, on behalf of all plaintiffs, damages from the State of Rhode Island arising out of its egregious negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XXXVI**  
**IRVING J. OWENS - NEGLIGENCE**

439. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 434 through 436 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

440. This Count seeks, on behalf of all plaintiffs, damages from Irving J. Owens, individually and in his official capacity, arising from his egregious negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**BRIAN BUTLER**

441. The defendant Brian Butler is a resident of Rhode Island. Butler was on February 20, 2003 an employee of either TVL Broadcasting, Inc. or STC Broadcasting, Inc. which owned WPRI Channel 12.

**RESPONSE:** Defendants admit that Brian Butler is a resident of Rhode Island and was on February 20, 2003, an employee of TVL Broadcasting, Inc., which owned WPRI Channel 12. Defendants deny that Butler was an employee of STC Broadcasting, Inc. and deny that STC Broadcasting, Inc. owned WPRI Channel 12 on February 20, 2003.

442. On February 20, 2003, Brian Butler, at the direction of Jeffrey Derderian, a Channel 12 investigative reporter for WPRI, and in the course of his employment with WPRI Channel 12 and TVL and/or STC, was acting as a cameraman and filming within The Station and documenting its condition and operation as a nightclub. At relevant times Butler was directed by Derderian in the course of his employment as to what and where he should film with a large videocamera with an attached lighting source.

**RESPONSE:** Defendants admit that on February 20, 2003, Brian Butler in the course of his employment with WPRI Channel 12, was acting as a cameraman and filming within The Station. Defendants admit that Butler was using a videocamera with an attached lighting source. Defendants further admit that Butler was instructed to shoot generic bar video, sometimes referred to as B-Roll, but deny that Derderian directed Butler “as to what

and where he should film.” Defendants deny all of the remaining averments in this paragraph.

443. Butler filmed both before and after the instant when the fire ignited polyurethane foam on the stage of The Station. Rather than leaving the building, or assisting patrons of The Station to escape, Butler stood within the building, directly in an egress route, and filmed distressed patrons trying to leave the nightclub. Butler’s actions directly impeded the exit of patrons and contributed to the slowdown, backup and additional log jam for those attempting to leave through the main exit.

**RESPONSE:** Defendants admit that Butler filmed at certain times before the incident when the fire ignited and his camera was on at certain points after the fire ignited. Defendants deny all of the remaining averments in this paragraph.

444. Defendant Brian Butler’s negligence, both individually and as an employee of TVL and/or STC, caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants deny all of the averments in this paragraph.

**COUNT XXXVII**  
**BRIAN BUTLER - NEGLIGENCE**

445. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 441 through 444 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs’ Complaint.

446. This Count seeks damages on behalf of all plaintiffs from Brian Butler arising out of his negligence as an individual and agent of TVL and/or STC.

**RESPONSE:** Defendants admit that Count XXXVII is seeking damages on behalf of all Plaintiffs from Brian Butler. Defendants deny all of the remaining averments in this paragraph.

**TVL BROADCASTING, INC.**

447. The defendant TVL Broadcasting, Inc. ("TVL") is a corporation doing business in Rhode Island as WPRI-Channel 12.

**RESPONSE:** Admit.

448. At relevant times TVL employed defendant Jeffrey Derderian as an investigative reporter and defendant Brian Butler as a cameraman.

**RESPONSE:** Defendants admit that Jeffrey Derderian and Brian Butler were employees of TVL on February 20, 2003 and that Derderian was employed as a reporter and Butler as a cameraman. Defendants deny that Derderian was in the scope of his employment after 6:00 - 6:30 p.m. on February 20, 2003. The remainder of the averments are denied.

449. The defendant TVL is vicariously responsible for the actions of defendant Butler and defendant Derderian on February 20, 2003, performed in the course of their employment for TVL and WPRI Channel 12.

**RESPONSE:** Defendants deny all of the averments in this paragraph.

450. Defendant TVL's negligence, by and through the actions of its agents, servants and employees Jeffrey Derderian and Brian Butler, caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants deny all of the averments in this paragraph.



**COUNT XXXVIII**  
**TVL BROADCASTING, INC. - NEGLIGENCE**

451. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 279, 441 through 444 and 447 through 450 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

452. This Count seeks damages on behalf of all plaintiffs from TVL arising out of its negligence.

**RESPONSE:** Defendants admit that Count XXXVIII is seeking damages on behalf of all Plaintiffs from TVL Broadcasting, Inc. Defendants deny all of the remaining averments in this paragraph.

**STC BROADCASTING, INC.**

453. STC Broadcasting, Inc. ("STC") is a corporation doing business in Rhode Island as WPRI - Channel 12.

**RESPONSE:** Defendants deny this allegation.

454. At relevant times STC employed defendant Jeffrey Derderian as an investigative reporter and defendant Brian Butler as cameraman.

**RESPONSE:** Defendants deny all of the averments in this paragraph.

455. Defendant STC is vicariously responsible for the actions of defendant Butler and defendant Derderian on February 20, 2003, performed in the course of their employment.

**RESPONSE:** Defendants deny all of the averments in this paragraph.

456. Defendant STC's negligence, by and through the actions of its agents, servants and employees Butler and Derderian caused deaths of and personal injuries to plaintiffs.

**RESPONSE:** Defendants deny the allegations of this paragraph.

**COUNT XXXIX**  
**STC BROADCASTING, INC. - NEGLIGENCE**

457. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 279, 441 through 444 and 453 through 456 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

458. This Count seeks damages on behalf of all plaintiffs from STC Broadcasting, Inc. arising out of its negligence.

**RESPONSE:** Defendants admit that Count XXXIX is seeking damages on behalf of all Plaintiffs from STC Broadcasting, Inc. Defendants deny all of the remaining averments in this paragraph.

**BARRY H. WARNER**

459. The defendant Barry H. Warner resides in West Warwick, Kent County, Rhode Island.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

460. At relevant times defendant Barry H. Warner was acting within the scope of his employment by American Foam Corporation.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

461. Defendant Barry H. Warner sold foam plastic, upon information and belief polyurethane foam, as an acoustical foam to defendants Jeffrey Derderian, Michael Derderian and DERCO, LLC to be used at The Station. Such sale took place prior to February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

462. The foam that Warner sold on behalf of American Foam was highly flammable, non-flame-retardant, toxic, inappropriate for acoustical use and inappropriate for interior finish in places of public assembly.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

463. Defendant Barry H. Warner negligently expressly or impliedly represented that the foam was safe for its intended purpose and failed to provide appropriate warnings despite his knowledge of the dangerous characteristics of the foam. Defendant Barry H. Warner did all this both as an individual and as an agent, servant or employee of American Foam Corporation.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

464. Warner's negligence caused deaths of and severe personal injuries to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XL**  
**BARRY H. WARNER - NEGLIGENCE**

465. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 459 through 464 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

466. This Count seeks damages on behalf of all plaintiffs from Barry H. Warner arising out of his negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XLI**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

467. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 459 through 464 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

468. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XLII**  
**LUNA TECH, INC. – NEGLIGENCE**

469. The defendant Luna Tech, Inc. is an Alabama corporation with a principal place of business at Owens Cross Roads, Alabama, and having sufficient minimum contact with Rhode Island to be subject to this Court's jurisdiction.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

470. Luna Tech manufactured the pyrotechnics used by the band Great White at The Station on February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

471. At all material times defendant owed a duty of care to ultimate users or recipients of its pyrotechnics, including plaintiffs, in designing, manufacturing, testing, inspecting, marketing, producing, selling it or distributing the pyrotechnics.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

472. The injuries sustained by plaintiffs were the direct and proximate result of defendant's negligent breach of its duties including but not limited to:

- a. failure to use due care in the manufacture, sale or distribution of the pyrotechnics;
- b. failure to make or cause to be made reasonable research and/or testing as to the effects of the pyrotechnics;
- c. failure to otherwise adequately test the pyrotechnics before providing it, distributing it or selling it;
- d. failure to warn potential and actual users of the product of its potential hazards;

e. failure to properly and adequately educate users about the use and hazards of the pyrotechnics.

f. failing to provide adequate protection for persons coming into contact with the pyrotechnics, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and

g. otherwise failing to use due care in the design, manufacture, testing, inspecting, marketing advertising, labeling, packaging, provision, distribution and/or sale of the pyrotechnics.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XLIII**  
**LUNA TECH, INC. - STRICT LIABILITY**

473. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 468 through 471 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

474. The pyrotechnics sold and/or distributed by defendant contained defects making them unreasonably dangerous to all actual and potential users or recipients of the pyrotechnics, including plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

475. Plaintiffs had no knowledge of the defective condition of the pyrotechnics.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

476. The pyrotechnics were in substantially the same condition, when used, as when they left defendant's control.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

477. As a direct and proximate result of the failure of the pyrotechnics sold and/or distributed by defendant, plaintiffs suffered death or injuries.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XLIV**  
**LUNA TECH, INC. – BREACH OF WARRANTY**

478. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 469 through 472.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

479. Defendant Luna Tech, Inc. breached express and implied warranties of merchantability and fitness in the manufacture, sale and distribution of said pyrotechnics.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

480. As a direct and proximate result of said breach, Plaintiffs suffered death or injuries.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XLV**  
**HIGH TECH SPECIAL EFFECTS, INC. – NEGLIGENCE**

481. The defendant High Tech Special Effects, Inc. is a Tennessee corporation with a principal place of business in Bartlett, Tennessee and having sufficient minimum contact with Rhode Island to be subject to this Court's jurisdiction.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

482. High Tech Special Effects, Inc. sold to Great White the pyrotechnics that Great White used at The Station on February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

483. At all material times defendant owed a duty of care to ultimate users or recipients of its pyrotechnics, including plaintiffs, in designing, manufacturing, testing, inspecting, marketing, producing, selling it or distributing the pyrotechnics.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

484. The injuries sustained by plaintiffs were the direct and proximate result of defendant's negligent breach of its duties including but not limited to:

a. failure to use due care in the manufacture, sale or distribution of the pyrotechnics;

b. failure to make or cause to be made reasonable research and/or testing as to the effects of the pyrotechnics;

c. failure to otherwise adequately test the pyrotechnics before providing it, distributing it or selling it;

d. failure to warn potential and actual users of the product of its potential hazards;



e. failure to properly and adequately educate users about the use and hazards of the pyrotechnics.

f. failing to provide adequate protection for persons coming into contact with the pyrotechnics, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and

g. otherwise failing to use due care in the design, manufacture, testing, inspecting, marketing advertising, labeling, packaging, provision, distribution and/or sale of the pyrotechnics.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XLVI**  
**HIGH TECH SPECIAL EFFECTS, INC.**  
**STRICT LIABILITY**

485. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 481 through 484 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

486. The pyrotechnics sold and/or distributed by defendant contained defects making them unreasonably dangerous to all actual and potential users or recipients of the pyrotechnics, including plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

487. Plaintiffs had no knowledge of the defective condition of the pyrotechnics.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

488. The pyrotechnics were in substantially the same condition, when used, as when it left defendant's control.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

489. As a direct and proximate result of the failure of the pyrotechnics sold and/or distributed by defendant, plaintiffs suffered death or injuries.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XLVII**  
**HIGH TECH SPECIAL EFFECTS, INC. – BREACH OF WARRANTY**

490. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 481 through 484.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

491. Defendant High Tech Special Effects, Inc. breached express and implied warranties of merchantability and fitness in the manufacture, sale and distribution of said pyrotechnics.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

492. As a direct and proximate result of said breach, Plaintiffs suffered death or injuries.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XLVIII**  
**AMERICAN FOAM CORPORATION - NEGLIGENCE**

493. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

494. Defendant American Foam Corporation is a Rhode Island corporation with a principal place of business in Johnston, Rhode Island.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

495. Defendant American Foam Corporation distributed, sold and placed into the stream of commerce a foam plastic which was, upon information and belief, polyurethane foam. American Foam Corporation's employee, Barry H. Warner, acting within the scope of his employment, sold said foam to be used as acoustical interior finish at The Station nightclub. Such sale took place prior to February 20, 2003. The foam that was sold was highly flammable, non-flame-retardant, toxic, inappropriate for use as an acoustical foam and inappropriate for use on interior finish in places of public assembly.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

496. Defendant American Foam Corporation, both individually and through its employee Barry Warner, negligently represented that the foam was safe and appropriate for its intended use.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

497. At all material times, defendant owed a duty of care to ultimate users or recipients of the foam product, including plaintiffs, in designing, manufacturing, testing, inspecting, marketing, producing, selling and/or distributing the foam product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

498. The injuries sustained by plaintiffs were the direct and proximate result of defendant's negligent breach of its duties including but not limited to its:

- a. failure to use due care in the sale or distribution of the foam product;
- b. failure to make or cause to be made reasonable research and/or testing as to the effects of the foam product;
- c. failure to otherwise adequately test the foam product before providing it, distributing it or selling it;
- d. failure to warn potential and actual users of the product of its potential hazards;
- e. failure to properly and adequately educate users about the use and hazards of the foam product.
- f. failing to provide adequate protection for persons coming into contact with the foam product, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and
- g. otherwise failing to use due care in the testing, inspecting, marketing advertising, packaging, labeling, provision, distribution and/or sale of the foam product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT XLIX**  
**AMERICAN FOAM CORPORATION**  
**STRICT LIABILITY**

499. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 492 through 497 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

500. The foam product sold and/or distributed by defendant contained defects making it unreasonably dangerous to all actual and potential users or recipients of the foam product, including plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

501. Plaintiffs had no knowledge of the defective condition of the foam product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

502. The foam product was in substantially the same condition, when used, as when it left defendant's control.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

503. As a direct and proximate result of the failure of the foam product sold and/or distributed by defendant, plaintiffs suffered death or injuries.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT L**  
**AMERICAN FOAM CORPORATION – BREACH OF WARRANTY**

504. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 493 through 498.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

505. Defendant American Foam Corporation breached express and implied warranties of merchantability and fitness in the manufacture, sale and distribution of said polyurethane foam.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

506. As a direct and proximate result of said breach, Plaintiffs suffered death or injuries.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LI**  
**LEGGETT & PLATT INCORPORATED – NEGLIGENCE**

507. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 513 through 532 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

508. Leggett & Platt Incorporated is a Missouri corporation doing business as Crest-Hood Foam Company, Inc. and Crest Foam.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

509. Leggett & Platt manufactured and/or distributed and/or sold foam product to American Foam Corporation, which product caused severe injuries and death to plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

510. Defendant, at all material times, owed a duty of due care to all purchasers and/or ultimate users and/or recipients of the foam product, including plaintiffs, in the design, manufacture, testing, inspecting, marketing, producing, selling or distributing of the foam product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

511. The injuries and deaths sustained by plaintiffs were the direct and proximate result of defendant's negligent breach of its duties including, but not limited to, defendant's:

a. failure to use due care in the manufacture, sale or distribution of the foam product.

b. failure to make or cause to be made reasonable research and/or testing as to the effects of the foam product;

c. failure to otherwise adequately test the foam product before providing it, distributing it or selling it;

d. failure to warn potential and actual users of the product of its potential hazards;

e. failure to properly and adequately educate users about the use and hazards of the foam product.

f. failing to provide adequate protection for persons coming into contact with the foam product, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and

g. otherwise failing to use due care in the design, manufacture, testing, inspecting, marketing advertising, packaging, labeling, provision, distribution and/or sale of the foam product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LI**  
**LEGGETT & PLATT INCORPORATED**  
**STRICT LIABILITY**

512. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 508 through 511 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

513. The foam product sold and/or distributed by defendant Leggett & Platt was defective and unreasonably dangerous as designed, manufactured, marketed, distributed and sold for the following reasons:

A. It was manufactured and sold untreated without any flame-retardant chemicals. The defendant's foam possessed extraordinarily dangerous and defective flammability properties.

B. It ignited too easily, burned too vigorously once ignited and produced unreasonably dangerous toxic smoke and gases.

C. It was manufactured, sold, marketed and distributed without adequate warnings.



1. The requirement that defendant Leggett & Platt adequately and accurately warn derives, in part, from the fact that there is no safe use for defendant's foam where a known fire hazard can exist or where fire is of the slightest concern.

2. For decades the polyurethane foam industry including Leggett & Platt has recognized that certain applications and locations of use of polyurethane foam were "high risk" because of the fire characteristics of polyurethane foam. Some high-risk applications included the use of polyurethane foam in places of public assembly such as auditoria, hotels and nightclubs. The extreme danger of non-flame retardant polyurethane foam in such places, and the magnitude of the potential harm in the event of fire, has been well recognized.

3. The polyurethane foam industry, and particularly sophisticated manufacturers such as Leggett & Platt, have for decades had specialized knowledge of the extreme flammability hazard of the type of polyurethane foam present in The Station at the time of the fire.

4. The general public does not possess this specialized expertise and knowledge. Therefore, the hazardous nature of flexible polyurethane under fire conditions is not known or obvious to the public.

D. It was manufactured, sold, marketed and distributed without any necessary product stewardship.

1. There was a need for defendant Leggett & Platt to follow "product stewardship" practices in order to insure that hazardous products would not be used in an environment that would be a high risk to the public.

2. Product stewardship is a widely used practice that follows the use of raw materials, intermediate products and final goods through the design, manufacture,

marketing, distribution, use and disposal to insure proper application and use in order to protect the public.

3. Leggett & Platt had to be satisfied that its foam plastic product was going to be used in a safe application before it sold it.

4. In order to provide a product that meets the physical and safety needs of the occupancy and manner in which it will be used, it is essential that foam producers be fully aware of all of the possible and potential applications of the foam that they produce.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

514. Defendant had actual knowledge that its foam in question was defective and unreasonably dangerous as designed, manufactured, marketed, distributed and sold.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

515. Defendant's polyurethane foam in question contained a manufacturing defect that caused plaintiffs harm.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

516. Defendant's polyurethane foam in question contained a design defect that caused plaintiffs harm.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

517. The defendant's foam which was on the walls of The Station nightclub on February 20, 2003 was in the exact same condition chemically and flammability-wise as it

was when it was manufactured and sold by the defendant Leggett & Platt Incorporated.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

518. Plaintiffs had no knowledge of the defective condition of the foam product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

519. The extremely hazardous, unreasonably dangerous and defective foam in question was the proximate cause of the plaintiffs' injuries and deaths which occurred as a result of The Station nightclub fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

520. The use to which this foam was put, i.e., being installed on the walls of The Station nightclub as acoustical insulation was reasonably foreseeable to defendant Leggett & Platt Incorporated.

A. The use and misuse of foam plastic as an interior finish in a place of public assembly, i.e., a nightclub, is a foreseeable hazard. Leggett & Platt should have taken steps to prevent it.

B. Polyurethane foam used as an interior finish has been the primary fuel load in fatal fires in places of public assembly for decades. There have been repeated, highly-publicized instances of application of polyurethane foam products as interior finishes in places of public assembly, i.e., nightclubs which were involved in fire, and the presence of the product was either the primary fuel load or a significant contributor to the fire.

C. One of the defendant's intended uses for which flexible polyurethane foam is manufactured and sold is as a sound absorption or "soundproofing" material, which was its

use at the time of the fire.

D. There would be no way for the general public to distinguish between flame retardant flexible polyurethane foam and the non-flame retardant variety.

E. Defendant knew that its polyurethane foam product in question, untreated with any fire retardant chemicals, was often installed in places of public assembly including nightclubs such as The Station nightclub.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

521. It was foreseeable to defendant Leggett & Platt that a source of ignition would exist in The Station nightclub and lead to the ignition of the defendant's defective foam.

A. Ignition, either accidentally or intentionally, of a hazardous product in a nightclub environment is foreseeable.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

522. It was foreseeable to defendant Leggett & Platt that state and town fire inspectors would fail to identify and require removal of defendant's defective foam.

A. It was foreseeable that the great majority of state and town fire inspectors, including those in West Warwick, were not sufficiently trained and not being certified in accordance with National Fire Protection Association Standards.

B. Due to that inadequate training, and also due to budgetary limitations and other reasons, it was foreseeable by manufacturers such as Leggett & Platt, that such fire inspectors could be expected to inadequately inspect nightclubs such as The Station nightclub.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

523. It was foreseeable to Leggett & Platt that its defective foam would be ignited in an overcrowded nightclub with inadequate exits and other means of egress.

A. Nightclub fires have the potential to cause high fire casualties due to maximum or over-capacity crowds, especially on weekends, during live music performances, or because of special events or promotions.

B. In the event of a fire, there is a very significant risk that a full or over capacity crowd would panic or would otherwise have difficulty completely exiting.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

524. The defendant's defective foam constituted an active hazard, not a passive condition.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

525. The defendant's defective foam was not a remote cause of the fire but was an immediate cause.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

526. But for the defectiveness and unreasonable dangerousness of defendant's product as designed, manufactured, marketed, sold, distributed and installed, The Station nightclub fire would not have occurred on February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

527. Defendant's foam in question was not a bulk product as would be protected by § 5 Restatement Torts, 3rd.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

528. Defendant's foam in question was not a component part but was an end product itself.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

529. Defendant's foam in question was not integrated into any other product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

530. Even if defendant's foam was a component and even if it was integrated into another product, defendant's foam in question caused the product it was integrated into to be defective.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

531. This integration and defect caused the plaintiffs harm.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

532. Even if defendant's foam in question was a component and even if it was integrated into another product, the integration was done by an unsophisticated buyer.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LIII**  
**LEGGETT & PLATT INCORPORATED - BREACH OF WARRANTY**

533. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 513 through 532 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

534. Defendant Leggett & Platt Incorporated breached express and implied warranties of merchantability and fitness in the manufacture, sale and distribution of said polyurethane foam.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

535. As a direct and proximate result of said breach, Plaintiffs suffered injuries or death.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LIV**  
**L & P FINANCIAL SERVICES CO. - NEGLIGENCE**

536. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 541 through 560 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

537. L&P Financial Services Co. is a Delaware corporation which, in conjunction with defendant Leggett & Platt, sold foam product which injured plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

538. Defendant, at all material times, owed a duty of due care to all purchasers and/or ultimate users and/or recipients, and/or people coming in contact with the foam product in the design, manufacture, testing, inspecting, marketing, producing, selling and/or distributing of the foam product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

539. The injuries suffered by the plaintiffs were a direct and proximate result of Defendant's negligent breach of its duties including but not limited to Defendant's:

- a. failure to use due care in the manufacture, sale or distribution of the foam product.
- b. failure to make or cause to be made reasonable research and/or testing as to the effects of the foam product;
- c. failure to otherwise adequately test the foam product before providing it, distributing it or selling it;
- d. failure to warn potential and actual users of the product of its potential hazards;
- e. failure to properly and adequately educate users about the use and hazards of the foam product.
- f. failing to provide adequate protection for persons coming into contact with the foam product, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and
- g. otherwise failing to use due care in the design, manufacture, testing, inspecting, marketing advertising, packaging, provision, distribution and/or sale of the foam product.



**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LV**  
**L&P FINANCIAL SERVICES CO. - STRICT LIABILITY**

540. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 537 through 539 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

541. The foam product sold and/or distributed by defendant L&P Financial Services was defective and unreasonably dangerous as designed, manufactured, marketed, sold and distributed for the following reasons:

A. It was manufactured and sold untreated without any flame-retardant chemicals. The defendant's foam possessed extraordinarily dangerous and defective flammability properties.

B. It ignited too easily, burned too vigorously once ignited and produced unreasonably dangerous toxic smoke and gases.

C. It was manufactured, sold, marketed and distributed without adequate warnings.

1. The requirement that defendant L&P Financial Services adequately and accurately warn derives, in part, from the fact that there is no safe use for defendant's foam where a known fire hazard can exist or where fire is of the slightest concern.

2. For decades the polyurethane foam industry including L&P Financial Services has recognized that certain applications and locations of use of polyurethane foam were "high risk" because of the fire characteristics of polyurethane foam. Some high-risk

applications included the use of polyurethane foam in places of public assembly such as auditoria, hotels and nightclubs. The extreme danger of non-flame retardant polyurethane foam in such places, and the magnitude of the potential harm in the event of fire, has been well recognized.

3. The polyurethane foam industry, and particularly sophisticated manufacturers such as L&P Financial Services Co., have for decades had specialized knowledge of the extreme flammability hazard of the type of polyurethane foam present in The Station at the time of the fire.

4. The general public does not possess this specialized expertise and knowledge. Therefore, the hazardous nature of flexible polyurethane under fire conditions is not known or obvious to the public.

D. It was manufactured, sold, marketed and distributed without any necessary product stewardship.

1. There was a need for defendant L&P Financial Services to follow "product stewardship" practices in order to insure that hazardous products would not be used in an environment that would be a high risk to the public.

2. Product stewardship is a widely used practice that follows the use of raw materials, intermediate products and final goods through the design, manufacture, marketing, distribution, use and disposal to insure proper application and use in order to protect the public.

3. L&P Financial Services had to be satisfied that its foam plastic product was going to be used in a safe application before it sold it.

4. In order to provide a product that meets the physical and safety needs of the occupancy and manner in which it will be used, it is essential that foam producers be fully aware of all of the possible and potential applications of the foam that they produce.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

542. Defendant had actual knowledge that its foam in question was defective and unreasonably dangerous as designed, manufactured, marketed, distributed and sold.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

543. Defendants' polyurethane foam in question contained a manufacturing defect that caused plaintiffs harm.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

544. Defendants' polyurethane foam in question contained a design defect that caused plaintiffs harm.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

545. The defendant's foam which was on the walls of The Station nightclub on February 20, 2003 was in the exact same condition chemically and flammability-wise as it was when it was manufactured and sold by the defendant L&P Financial Services.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

546. Plaintiffs had no knowledge of the defective condition of the foam product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form

a belief as to the truth of the averments in this paragraph.

547. The extremely hazardous, unreasonably dangerous and defective foam in question was the proximate cause of the plaintiffs' injuries and deaths which occurred as a result of The Station nightclub fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

548. The use to which this foam was put, i.e., being installed on the walls of The Station nightclub as acoustical insulation was reasonably foreseeable to defendant L&P Financial Services Co.

A. The use and misuse of foam plastic as an interior finish in a place of public assembly, i.e., a nightclub, is a foreseeable hazard. L&P Financial Services Co. should have taken steps to prevent it.

B. Polyurethane foam used as an interior finish has been the primary fuel load in fatal fires in places of public assembly for decades. There have been repeated, highly-publicized instances of application of polyurethane foam products as interior finishes in places of public assembly, i.e., nightclubs which were involved in fire, and the presence of the product was either the primary fuel load or a significant contributor to the fire.

C. One of the defendant's intended uses for which flexible polyurethane foam is manufactured and sold is as a sound absorption or "soundproofing" material, which was its use at the time of the fire.

D. There would be no way for the general public to distinguish between flame retardant flexible polyurethane foam and the non-flame retardant variety.

E. Defendant knew that its polyurethane foam product in question, untreated with any fire retardant chemicals, was often installed in places of public assembly including

nightclubs such as The Station nightclub.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

549. It was foreseeable to defendant L&P Financial Services that a source of ignition would exist in The Station nightclub and lead to the ignition of the defendant's defective foam.

A. Ignition, either accidentally or intentionally, of a hazardous product in a nightclub environment is foreseeable.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

550. It was foreseeable to defendant L&P Financial Services that state and town fire inspectors would fail to identify and require removal of defendant's defective foam.

A. It was foreseeable that the great majority of state and town fire inspectors, including those in West Warwick, were not sufficiently trained and not being certified in accordance with National Fire Protection Association Standards.

B. Due to that inadequate training, and also due to budgetary limitations and other reasons, it was foreseeable by manufacturers such as L&P Financial Services, that such fire inspectors could be expected to inadequately inspect nightclubs such as The Station nightclub.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

551. It was foreseeable to L&P Financial Services that its defective foam would be ignited in an overcrowded nightclub with inadequate exits and other means of egress.

A. Nightclub fires have the potential to cause high fire casualties due to maximum or over-capacity crowds, especially on weekends, during live music performances,

or because of special events or promotions.

B. In the event of a fire, there is a very significant risk that a full or over capacity crowd would panic or would otherwise have difficulty completely exiting.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

552. The defendant's defective foam constituted an active hazard, not a passive condition.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

553. The defendant's defective foam was not a remote cause of the fire but was an immediate cause.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

554. But for the defectiveness and unreasonable dangerousness of defendant's product as designed, manufactured, marketed, sold, distributed and installed, The Station nightclub fire would not have occurred on February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

555. Defendant's foam in question was not a bulk product as would be protected by § 5 Restatement Torts, 3<sup>rd</sup>.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

556. Defendant's foam in question was not a component part but was an end product itself.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

557. Defendant's foam in question was not integrated into any other product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

558. Even if defendant's foam was a component and even if it was integrated into another product, defendant's foam in question caused the product it was integrated into to be defective.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

559. This integration and defect caused the plaintiffs harm.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

560. Even if defendant's foam in question was a component and even if it was integrated into another product, the integration was done by an unsophisticated buyer.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LVI**  
**L&P FINANCIAL SERVICES CO. – BREACH OF WARRANTY**

561. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 541 through 560 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

562. Defendant L&P Financial Services Co. breached express and implied

warranties of merchantability and fitness in the manufacture, sale and distribution of said polyurethane foam.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

563. As a direct and proximate result of said breach, Plaintiffs suffered injuries or death.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LVII**  
**GENERAL FOAM CORPORATION - NEGLIGENCE**

564. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 569 through 588 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

565. Defendant General Foam Corporation is a Delaware corporation which manufactured, designed, advertised, marketed, sold or otherwise distributed foam product which injured plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

566. Defendant, at all material times, owed a duty of due care to all purchasers and/or ultimate users and/or recipients, and/or people coming in contact with the foam product in the design, manufacture, testing, inspecting, marketing, producing, selling and/or distributing of the foam product.



**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

567. The injuries and deaths suffered by plaintiffs were a direct and proximate result of defendant's negligent breach of its duties including but not limited to defendant's:

a. failure to use due care in the manufacture, sale or distribution of the foam product.

b. failure to make or cause to be made reasonable research and/or testing as to the effects of the foam product;

c. failure to otherwise adequately test the foam product before providing it, distributing it or selling it;

d. failure to warn potential and actual users of the product of its potential hazards;

e. failure to properly and adequately educate users about the use and hazards of the foam product.

f. failing to provide adequate protection for persons coming into contact with the foam product, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and

g. otherwise failing to use due care in the design, manufacture, testing, inspecting, marketing advertising, packaging, provision, distribution and/or sale of the foam product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LVIII**  
**GENERAL FOAM CORPORATION - STRICT LIABILITY**

568. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 564 through 567 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

569. The foam product sold and/or distributed by defendant General Foam was defective and unreasonably dangerous as designed, manufactured, marketed, distributed and sold for the following reasons:

A. It was manufactured and sold untreated without any flame-retardant chemicals. The defendant's foam possessed extraordinarily dangerous and defective flammability properties.

B. It ignited too easily, burned too vigorously once ignited and produced unreasonably dangerous toxic smoke and gases.

C. It was manufactured, sold, marketed and distributed without adequate warnings.

1. The requirement that defendant General Foam adequately and accurately warn derives, in part, from the fact that there is no safe use for defendant's foam where a known fire hazard can exist or where fire is of the slightest concern.

2. For decades the polyurethane foam industry including General Foam has recognized that certain applications and locations of use of polyurethane foam were "high risk" because of the fire characteristics of polyurethane foam. Some high-risk applications included the use of polyurethane foam in places of public assembly such as auditoria, hotels and nightclubs. The extreme danger of non-flame retardant polyurethane foam in such places,

and the magnitude of the potential harm in the event of fire, has been well recognized.

3. The polyurethane foam industry, and particularly sophisticated manufacturers such as General Foam Corporation, have for decades had specialized knowledge of the extreme flammability hazard of the type of polyurethane foam present in The Station at the time of the fire.

4. The general public does not possess this specialized expertise and knowledge. Therefore, the hazardous nature of flexible polyurethane under fire conditions is not known or obvious to the public.

D. It was manufactured, sold, marketed and distributed without any necessary product stewardship.

1. There was a need for defendant General Foam to follow "product, stewardship" practices in order to insure that hazardous products would not be used in an environment that would be a high risk to the public.

2. Product stewardship is a widely used practice that follows the use of raw materials, intermediate products and final goods through the design, manufacture, marketing, distribution, use and disposal to insure proper application and use in order to protect the public.

3. General Foam had to be satisfied that its foam plastic product was going to be used in a safe application before it sold it.

4. In order to provide a product that meets the physical and safety needs of the occupancy and manner in which it will be used, it is essential that foam producers be fully aware of all of the possible and potential applications of the foam that they produce.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

570. Defendant had actual knowledge that its foam in question was defective and unreasonably dangerous as designed, manufactured, marketed, distributed and sold.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

571. Defendant's polyurethane foam in question contained a manufacturing defect that caused plaintiffs harm.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

572. Defendant's polyurethane foam in question contained a design defect that caused plaintiffs harm.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

573. The defendant's foam which was on the walls of The Station nightclub on February 20, 2003 was in the exact same condition chemically and flammability-wise as it was when it was manufactured and sold by the defendant General Foam.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

574. Plaintiffs had no knowledge of the defective condition of the foam product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

575. The extremely hazardous, unreasonably dangerous and defective foam in question was the proximate cause of the plaintiffs' injuries and deaths which occurred as a result of The Station nightclub fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form

a belief as to the truth of the averments in this paragraph.

576. The use to which this foam was put, i.e., being installed on the walls of The Station nightclub as acoustical insulation was reasonably foreseeable to defendant General Foam Corporation.

A. The use and misuse of foam plastic as an interior finish in a place of public assembly, i.e., a nightclub, is a foreseeable hazard. General Foam should have taken steps to prevent it.

B. Polyurethane foam used as an interior finish has been the primary fuel load in fatal fires in places of public assembly for decades. There have been repeated, highly-publicized instances of application of polyurethane foam products as interior finishes in places of public assembly, i.e., nightclubs which were involved in fire, and the presence of the product was either the primary fuel load or a significant contributor to the fire.

C. One of the defendant's intended uses for which flexible polyurethane foam is manufactured and sold is as a sound absorption or "soundproofing" material, which was its use at the time of the fire.

D. There would be no way for the general public to distinguish between flame retardant flexible polyurethane foam and the non-flame retardant variety.

E. Defendant knew that its polyurethane foam product in question, untreated with any fire retardant chemicals, was often installed in places of public assembly including nightclubs such as The Station nightclub.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

577. It was foreseeable to defendant General Foam that a source of ignition would exist in The Station nightclub and lead to the ignition of the defendant's defective foam.

A. Ignition, either accidentally or intentionally, of a hazardous product in a nightclub environment is foreseeable.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

578. It was foreseeable to defendant General Foam that state and town fire inspectors would fail to identify and require removal of defendant's defective foam.

A. It was foreseeable that the great majority of state and town fire inspectors, including those in West Warwick, were not sufficiently trained and not being certified in accordance with National Fire Protection Association Standards.

B. Due to that inadequate training, and also due to budgetary limitations and other reasons, it was foreseeable by manufacturers such as General Foam, that such fire inspectors could be expected to inadequately inspect nightclubs such as The Station nightclub.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

579. It was foreseeable to General Foam that its defective foam would be ignited in an overcrowded nightclub with inadequate exits and other means of egress.

A. Nightclub fires have the potential to cause high fire casualties due to maximum or over-capacity crowds, especially on weekends, during live music performances, or because of special events or promotions.

B. In the event of a fire, there is a very significant risk that a full or over capacity crowd would panic or would otherwise have difficulty completely exiting.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

580. The defendant's defective foam constituted an active hazard, not a passive

condition.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

581. The defendant's defective foam was not a remote cause of the fire but was an immediate cause.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

582. But for the defectiveness and unreasonable dangerousness of defendant's product as designed, manufactured, marketed, sold, distributed and installed, The Station nightclub fire would not have occurred on February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

583. Defendant's foam in question was not a bulk product as would be protected by § 5 Restatement Torts, 3rd.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

584. Defendant's foam in question was not a component part but was an end product itself.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

585. Defendant's foam in question was not integrated into any other product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

586. Even if defendant's foam was a component and even if it was integrated into

another product, defendant's foam in question caused the product it was integrated into to be defective.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

587. This integration and defect caused the plaintiffs harm.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

588. Even if defendant's foam in question was a component and even if it was integrated into another product, the integration was done by an unsophisticated buyer.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LIX**  
**GENERAL FOAM CORPORATION - BREACH OF WARRANTY**

589. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 569 through 588 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

590. Defendant General Foam Corporation breached express and implied warranties of merchantability and fitness in the manufacture, sale and distribution of said polyurethane foam.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

591. As a direct and proximate result of said breach, Plaintiffs suffered injuries or death.



**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LX**  
**GFC FOAM, LLC - NEGLIGENCE**

592. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 598 through 617 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

593. Defendant GFC Foam, LLC is a Delaware limited liability company which at times material hereto, sold defective foam product which injured plaintiffs to American Foam Corporation.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

594. On information and belief GFC Foam LLC designed and manufactured foam product which injured plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

595. Defendant, at all material times, owed a duty of due care to all purchasers and/or ultimate users and/or recipients, and/or people coming in contact with the foam product in the design, manufacture, testing, inspecting, marketing, producing, selling and/or distributing of the foam product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

596. The injuries and deaths suffered by plaintiffs were a direct and proximate result of defendant's negligent breach of its duties including but not limited to defendant's:

- a. failure to use due care in the manufacture, sale or distribution of the foam product.
- b. failure to make or cause to be made reasonable research and/or testing as to the effects of the foam product;
- c. failure to otherwise adequately test the foam product before providing it, distributing it or selling it;
- d. failure to warn potential and actual users of the product of its potential hazards;
- e. failure to properly and adequately educate users about the use and hazards of the foam product.
- f. failing to provide adequate protection for persons coming into contact with the foam product, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and
- g. otherwise failing to use due care in the design, manufacture, testing, inspecting, marketing advertising, packaging, provision, distribution and/or sale of the foam product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXI**  
**GFC FOAM, LLC - STRICT LIABILITY**

597. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 593 through 596 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

598. The foam product sold and/or distributed by defendant GFC Foam, LLC was defective and unreasonably dangerous as designed, manufactured, marketed, distributed and sold for the following reasons:

A. It was manufactured and sold untreated without any flame-retardant chemicals. The defendant's foam possessed extraordinarily dangerous and defective flammability properties.

B. It ignited too easily, burned too vigorously once ignited and produced unreasonably dangerous toxic smoke and gases.

C. It was manufactured, sold, marketed and distributed without adequate warnings.

1. The requirement that defendant GFC Foam adequately and accurately warn derives, in part, from the fact that there is no safe use for defendant's foam where a known fire hazard can exist or where fire is of the slightest concern.

2. For decades the polyurethane foam industry including GFC Foam has recognized that certain applications and locations of use of polyurethane foam were "high risk" because of the fire characteristics of polyurethane foam. Some high-risk applications included the use of polyurethane foam in places of public assembly such as auditoria, hotels and nightclubs. The extreme danger of non flame retardant polyurethane foam in such places, and the magnitude of the potential harm in the event of fire, has been well recognized.

3. The polyurethane foam industry, and particularly sophisticated manufacturers such as GFC Foam, LLC, have for decades had specialized knowledge of

the extreme flammability hazard of the type of polyurethane foam present in The Station at the time of the fire.

4. The general public does not possess this specialized expertise and knowledge. Therefore, the hazardous nature of flexible polyurethane under fire conditions is not known or obvious to the public.

D. It was manufactured, sold, marketed and distributed without any necessary product stewardship.

1. There was a need for defendant GFC Foam to follow "product stewardship" practices in order to insure that hazardous products would not be used in an environment that would be a high risk to the public.

2. Product stewardship is a widely used practice that follows the use of raw materials, intermediate products and final goods through the design, manufacture, marketing, distribution, use and disposal to insure proper application and use in order to protect the public.

3. GFC Foam had to be satisfied that its foam plastic product was going to be used in a safe application before it sold it.

4. In order to provide a product that meets the physical and safety needs of the occupancy and manner in which it will be used, it is essential that foam producers be fully aware of all of the possible and potential applications of the foam that they produce.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

599. Defendant had actual knowledge that its foam in question was defective and unreasonably dangerous as designed, manufactured, marketed, distributed and sold.

**RESPONSE:** Defendants are without knowledge or information sufficient to form

a belief as to the truth of the averments in this paragraph.

600. Defendant's polyurethane foam in question contained a manufacturing defect that caused plaintiffs harm.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

601. Defendant's polyurethane foam in question contained a design defect that caused plaintiffs harm.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

602. The defendant's foam which was on the walls of The Station nightclub on February 20, 2003 was in the exact same condition chemically and flammability-wise as it was when it was manufactured and sold by the defendant GFC Foam.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

603. Plaintiffs had no knowledge of the defective condition of the foam product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

604. The extremely hazardous, unreasonably dangerous and defective foam in question was the proximate cause of the plaintiffs' injuries and deaths which occurred as a result of The Station nightclub fire.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

605. The use to which this foam was put, i.e., being installed on the walls of The Station nightclub as acoustical insulation was reasonably foreseeable to defendant GFC

Foam, LLC.

A. The use and misuse of foam plastic as an interior finish in a place of public assembly, i.e., a nightclub, is a foreseeable hazard. GFC Foam should have taken steps to prevent it.

B. Polyurethane foam used as an interior finish has been the primary fuel load in fatal fires in places of public assembly for decades. There have been repeated, highly-publicized instances of application of polyurethane foam products as interior finishes in places of public assembly, i.e., nightclubs which were involved in fire, and the presence of the product was either the primary fuel load or a significant contributor to the fire.

C. One of the defendant's intended uses for which flexible polyurethane foam is manufactured and sold is as a sound absorption or "soundproofing" material, which was its use at the time of the fire.

D. There would be no way for the general public to distinguish between flame retardant flexible polyurethane foam and the non-flame retardant variety.

E. Defendant knew that its polyurethane foam product in question, untreated with any fire retardant chemicals, was often installed in places of public assembly including nightclubs such as The Station nightclub.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

606. It was foreseeable to defendant GFC Foam that a source of ignition would exist in The Station nightclub and lead to the ignition of the defendant's defective foam.

A. Ignition, either accidentally or intentionally, of a hazardous product in a nightclub environment is foreseeable.

**RESPONSE:** Defendants are without knowledge or information sufficient to form

a belief as to the truth of the averments in this paragraph.

607. It was foreseeable to defendant GFC Foam that state and town fire inspectors would fail to identify and require removal of defendant's defective foam.

A. It was foreseeable that the great majority of state and town fire inspectors, including those in West Warwick, were not sufficiently trained and not being certified in accordance with National Fire Protection Association Standards.

B. Due to that inadequate training, and also due to budgetary limitations and other reasons, it was foreseeable by manufacturers such as GFC Foam, that such fire inspectors could be expected to inadequately inspect nightclubs such as The Station nightclub.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

608. It was foreseeable to GFC Foam that its defective foam would be ignited in an overcrowded nightclub with inadequate exits and other means of egress.

A. Nightclub fires have the potential to cause high fire casualties due to maximum or over-capacity crowds, especially on weekends, during live music performances, or because of special events or promotions.

B. In the event of a fire, there is a very significant risk that a full or over capacity crowd would panic or would otherwise have difficulty completely exiting.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

609. The defendant's defective foam constituted an active hazard, not a passive condition.

**RESPONSE:** Defendants are without knowledge or information sufficient to form

a belief as to the truth of the averments in this paragraph.

610. The defendant's defective foam was not a remote cause of the fire but was an immediate cause.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

611. But for the defectiveness and unreasonable dangerousness of defendant's product as designed, manufactured, marketed, sold, distributed and installed, The Station nightclub fire would not have occurred on February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

612. Defendant's foam in question was not a bulk product as would be protected by § 5 Restatement Torts, 3rd.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

613. Defendant's foam in question was not a component part but was an end product itself.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

614. Defendant's foam in question was not integrated into any other product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

615. Even if defendant's foam was a component and even if it was integrated into another product, defendant's foam in question caused the product it was integrated into to be defective.



**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

616. This integration and defect caused the plaintiffs harm.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

617. Even if defendant's foam in question was a component and even if it was integrated into another product, the integration was done by an unsophisticated buyer.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXII**  
**GFC FOAM, LLC - BREACH OF WARRANTY**

618. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 598 through 617 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

619. Defendant GFC Foam, LLC breached express and implied warranties of merchantability and fitness in the manufacture, sale and distribution of said polyurethane foam.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

620. As a direct and proximate result of said breach, Plaintiffs suffered injuries or death.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXIII**  
**FOAMEX LP - SUCCESSOR LIABILITY FOR GENERAL FOAM**  
**CORPORATION**

621. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 564 through 591 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

622. Defendant Foamex LP is a Delaware limited partnership and is the successor entity to General Foam Corporation and is legally responsible to respond to plaintiff's claims in this action against General Foam Corporation.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXIV**  
**FOAMEX INTERNATIONAL INC. – LIABILITY FOR FOAMEX LP**

623. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 621 through 622 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

624. Foamex International Inc. is a Delaware corporation which, on information and belief, is a general partner, and owns 100% of defendant Foamex LP.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

625. Foamex International Inc. so dominates and controls the affairs of Foamex LP that its acts as the alter ego Foamex LP and is responsible to plaintiffs to respond to their claims in this action.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXV**  
**FMXI, INC. - LIABILITY AS GENERAL PARTNER**

626. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 621 through 622 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

627. Defendant FMXI, Inc. is, on information and belief, a corporation organized in the State of Delaware and at times material hereto, was the managing general partner of Foamex LP.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

628. FMXI, Inc., as general partner, is responsible for the liability of Foamex LP and is legally responsible to respond to plaintiffs' claims in this action.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXVI**  
**PMC, INC.**

629. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 564 through 591 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

630. Defendant PMC, Inc. is, on information and belief, a Delaware corporation, a subsidiary of PMC Global, Inc., and, on information and belief, the parent company of General Foam Corporation.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

631. Defendant PMC, Inc. so dominated and controlled the affairs of General Foam Corporation to make it legally responsible for the actions of General Foam Corporation as alleged in this complaint.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXVII**  
**PMC GLOBAL, INC.**

632. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 629 through 631 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

633. Defendant, PMC Global, Inc. is a Delaware corporation which, on information and belief, owns 100% of the capital stock of PMC, Inc.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

634. Defendant PMC Global, Inc. so dominated and controlled the affairs of its wholly owned subsidiary, PMC, Inc. to make it legally responsible to respond the plaintiffs for the claims asserted in this complaint.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXVIII**

**JBL INCORPORATED F/K/A JAMES B. LANSING SOUND,  
INCORPORATED D/B/A JBL PROFESSIONAL - NEGLIGENCE**

635. JBL INCORPORATED, formerly known as James B. Lansing Sound, Incorporated d/b/a JBL Professional (hereinafter “JBL”) is a foreign corporation duly organized and existing under the laws of the State of Delaware, and has sufficient minimum contacts with Rhode Island to be subject to this Court’s jurisdiction.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

636. At all times material hereto on and prior to February 20, 2003, JBL through its agents, employees, and/or assigns was in the business of designing, manufacturing, testing, inspecting, marketing, producing, distributing, and selling encased electronic devices utilized for the amplification of sound (hereinafter “Amplifiers”) and intended, at least in part, for use in various venues of public assembly.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

637. At all times material hereto on and prior to February 20, 2003, JBL knew or should have known of the use of said amplifiers and speakers as stage furnishings in close proximity to performers and members of the general public and of the dangerous characteristics and properties of materials contained in and on such amplifiers and speakers.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

638. At all times material hereto on and prior to February 20, 2003, JBL owed a duty to purchasers, users and to persons for whom exposure to said amplifiers and speakers was reasonably foreseeable, to exercise due care in the design, manufacture, testing, inspection, marketing, production, distribution and sale of said amplifiers.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

639. The injuries suffered by the plaintiff were a direct and proximate result of defendant's negligent breach of its duties including but not limited to defendant's:

- a. failure to use due care in the manufacture, sale or distribution of the amplifiers;
- b. failure to make or cause to be made reasonable research and/or testing as to the effects of the amplifiers;
- c. failure to otherwise adequately test the amplifiers before providing them, distributing them or selling them;
- d. failure to warn potential and actual users of the product of its potential hazards;
- e. failure to properly and adequately educate users about the use and hazards of the product.
- f. failing to provide adequate protection for persons coming into contact with the product, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and
- g. otherwise failing to use due care in the design, manufacture, testing, inspecting, marketing advertising, packaging, provision, distribution and/or sale of the product.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

640. On or about February 20, 2003, Plaintiffs and/or decedents were exposed to the dangerous characteristics and properties of said amplifiers/speakers in the combustion of inter alia, highly flammable foam on and within the speakers.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

641. Plaintiffs and/or decedents were at all times material hereto, in the exercise of due care.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

642. Prior to February 20, 2003, JBL through its agents and/or employees, breached its said duty owed in that it was negligent in their manner of designing, manufacturing, testing, inspecting, marketing, producing, distributing and selling said amplifiers/speakers.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

643. As a direct and proximate result of the negligence of JBL and/or its agents, employees, and/or assigns, said amplifiers were a proximate cause of the personal injuries of the Plaintiffs and/or deaths of the decedents in the combustion of the so-called Station Nightclub.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXIX**  
**JBL INCORPORATED - STRICT LIABILITY**

644. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 635 through 643 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

645. At the time JBL sold and/or distributed said amplifiers they were unreasonably dangerous in their characteristics and properties to all users and/or to all persons for whom exposure to said amplifiers was reasonably foreseeable.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

646. At all times material hereto, Plaintiffs and/or the decedents had no knowledge of the said dangerous characteristics and properties of said amplifiers.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

647. At all times when said amplifiers were used and/or when those persons and/or Plaintiffs for whom exposure to said amplifiers was reasonably foreseeable, were actually exposed, said amplifiers were in essentially the same condition as when they left the care custody and/or control of JBL.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

648. As a direct and proximate result of using and/or being exposed to the dangerous characteristics and properties of said amplifiers, which were sold and/or



distributed by JBL, Plaintiffs and/or the decedents suffered severe personal injuries and/or death.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

### **COUNT LXX**

#### **JBL INCORPORATED – BREACH OF WARRANTY**

649. Plaintiffs repeat and incorporate by reference paragraphs 1 through 271 and 635 through 643 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

650. Defendant JBL Incorporated breached express and implied warranties of merchantability and fitness in the manufacture, sale and distribution of said amplifiers.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

651. As a direct and proximate result of said breach, Plaintiffs suffered injuries or death.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**ESSEX INSURANCE COMPANY, MULTI-STATE INSPECTIONS, INC. AND**  
**HIGH**  
**CALIBER INSPECTIONS, INC.**

652. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

653. The Essex Insurance Company (hereinafter "Essex") is a corporation licensed to sell liability and property and casualty insurance in the State of Rhode Island. It issued a policy of commercial liability insurance number 3CH 0430 to Michael Derderian, effective from March 24, 2002 to March 24, 2003 for The Station at 211 Cowesett Ave., West Warwick.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

654. Multi-State Inspections, Inc. (hereinafter "Multi-State") is a corporation organized under the laws of the State of Rhode Island for the business of performing insurance inspections.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

655. High Caliber Inspections, Inc. (hereinafter "High Caliber") is a corporation organized under the laws of the State of Rhode Island for the business of performing insurance inspections.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

656. At various times, including but not limited to April 4, 1996, March 25, 1998 and October 8, 2002, Essex, through its agents and servants, Multi-State and High Caliber, conducted inspections of the premises at 211 Cowesett Ave. Essex, Multi-State and High Caliber were negligent in performing said inspections. Their negligence included without limitation:

- a. failing to adequately inspect The Station for safety hazards and fire/building code violations;
- b. failing to note the presence of highly flammable surface treatments;
- c. failing to note the inadequacy of exits;
- d. failing to note practices of overcrowding;
- e. allowing the use of dangerous pyrotechnic devices during performances at The Station;
- f. knowing of numerous dangerous conditions and fire hazards at The Station and failing to remedy those conditions or order the insureds to remedy them;
- g. failing to protect members of the public for the foreseeable risk of serious injury or death at The Station;
- h. failing to adequately oversee, supervise, monitor, evaluate, train and/or retrain those performing inspections of The Station; and
- i. other acts and failures to act that may become apparent after discovery.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

657. The negligence of Essex, Multi-State and High Caliber, in undertaking to perform said inspections, recognized or should have recognized that the competent

performance of the inspections was necessary for the protection of third persons, including Plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

658. Essex' insured, Michael Derderian, relied upon the results and recommendations of said negligently performed inspections.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

659. The negligence of Essex, Multi-State and High Caliber, and each of them, was a proximate cause of Plaintiffs' deaths and injuries.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

### **COUNT LXXI**

#### **ESSEX INSURANCE COMPANY - NEGLIGENCE**

660. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 653 through 659 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

661. This Count seeks, on behalf of all plaintiffs, damages from Essex Insurance Company for its negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXXII**  
**MULTI-STATE INSPECTIONS, INC. - NEGLIGENCE**

662. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 653 through 659 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

663. This Count seeks, on behalf of all plaintiffs, damages from Multi-State Inspections, Inc. for its negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXXIII**  
**HIGH CALIBER INSPECTIONS, INC. - NEGLIGENCE**

664. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 653 through 659 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

665. This Count seeks, on behalf of all plaintiffs, damages from High Caliber Inspections, Inc. for its negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**UNDERWRITERS AT LLOYD'S, LONDON AND**  
**GRESHAM & ASSOCIATES OF R.I., INC.**

666. Those Underwriters at Lloyd's, London Subscribing To Policy No. 05409 (hereinafter, "Lloyd's") is a surplus lines insurer approved to issue policies in the State of

Rhode Island, having a designated agent for service in Rhode Island, and having sufficient minimum contacts with Rhode Island to be subject to this Court's jurisdiction.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

667. Lloyd's issued a policy of liability insurance to Michael Derderian for his business at The Station numbered 05409 and effective March 24, 2000 to March 24, 2001.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

668. A Lloyd's syndicate also issued a policy of liability insurance to Michael Derderian for his business at The Station numbered 08209 and effective March 24, 2001 to March 24, 2002.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

669. A Lloyd's syndicate had previously issued a policy of liability insurance to Howard Julian d/b/a The Station numbered LJD/SPO164 and effective August 14, 1999 to August 14, 2000 (but cancelled on March 9, 2000).

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

670. Gresham & Associates of R.I., Inc. (hereinafter "Gresham"), previously known as Excess Insurance Underwriters of R.I., Inc., is a corporation organized under the laws of the State of Rhode Island in the business of selling insurance.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

671. At various times, including but not limited to May-June, 2000 Lloyd's, through its agents and servants Excess Insurance Underwriters of R.I., Inc. (and others) conducted inspections of the insured premises.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

672. Lloyd's and Gresham (then known as Excess) were negligent in performing said inspections. Their negligence included without limitation:

- a. failing to adequately inspect The Station for safety hazards and fire/building code violations;
- b. failing to note the presence of highly flammable surface treatments;
- c. failing to note the inadequacy of exits;
- d. failing to note practices of overcrowding;
- e. allowing the use of dangerous pyrotechnic devices during performances at The Station;
- f. knowing of numerous dangerous conditions and fire hazards at The Station and failing to remedy those conditions or order the insureds to remedy them;
- g. failing to protect members of the public for the foreseeable risk of serious injury or death at The Station;
- h. failing to adequately oversee, supervise, monitor, evaluate, train and/or retrain those performing inspections of The Station;
- i. other acts and failures to act that may become apparent after discovery.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

673. Defendants Lloyd's and Gresham, in undertaking to perform said inspections, recognized or should have recognized that the competent performance of the inspections was necessary for the protection of third persons, including Plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

674. Lloyd's and Gresham's insured's, Julian and Derderian, relied upon the results and recommendations of said negligently performed inspections.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

675. The negligence of Lloyd's and Gresham, and each of them, was a proximate cause of Plaintiffs' deaths and injuries.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

#### **COUNT LXXIV**

##### **UNDERWRITERS AT LLOYD'S, LONDON - NEGLIGENCE**

676. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 666 through 675 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

677. This Count seeks, on behalf of all plaintiffs, damages from Underwriters at Lloyd's, London for its negligence.



**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXXV**  
**GRESHAM & ASSOCIATES OF R.I., INC - NEGLIGENCE**

678. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 666 through 675 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

679. This Count seeks, on behalf of all plaintiffs, damages from Gresham & Associates of R.I., Inc. for its negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**ABC BUS, INC. d/b/a ABC BUS LEASING, INC.**

680. ABC Bus, Inc. (hereinafter "ABC") is a corporation organized under the laws of the state of Missouri, doing business under the assumed name, "ABC Bus Leasing, Inc." and having sufficient contact with the State of Rhode Island to be subject to this Court's jurisdiction. At all times relevant to the instant case it provided transportation of Great White's personnel and equipment into, and within, the State of Rhode Island. It is a common carrier providing bus transportation in interstate commerce.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

681. On or about February 20, 2003 ABC, through its agents, servants and employees, transported more than 25 kilograms of explosive material (fireworks) in interstate commerce and into Rhode Island without registration or permit, state or federal, allowing same

to be used by unlicensed persons in close proximity to the public, within a confined, highly flammable space.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

682. Said actions by ABC were negligent and in violation of state and federal laws, including but not limited to R.I.G.L. Title 11, Chapter 13, Section 8 and 49 C.F.R. §107.601(a)(2).

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

683. Plaintiffs bring the following claims under common law of negligence and under R.I.G.L. §9-1-2. The negligence and violations of criminal law by ABC were a proximate cause of Plaintiffs' deaths and injuries.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXXVI**  
**ABC BUS, INC. d/b/a ABC BUS LEASING, INC. – NEGLIGENCE**

684. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 680 through 683 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

685. This Count seeks, on behalf of all plaintiffs, damages from ABC Bus, Inc., for its negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXXVII**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

686. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 680 through 683 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

687. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**SUPERSTAR SERVICES LLC**

688. Defendant Superstar Services LLC (hereinafter "Superstar") is a Delaware limited liability company having sufficient contacts with the State of Rhode Island to be subject to this Court's jurisdiction. At all times relevant to the instant case it provided transportation of Great White's personnel and equipment into, and within, the State of Rhode Island. It is a common carrier providing bus transportation in interstate commerce.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

689. On or about February 20, 2003, defendant Superstar, through its agents, servants and employees, transported more than 25 kilograms of explosive material (fireworks) in interstate commerce and into Rhode Island without registration or permit,

state or federal, allowing same to be used by unlicensed persons in close proximity to the public, within a confined, highly flammable space.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

690. Said actions by Superstar were negligent and in violation of state and federal laws, including but not limited to R.I.G.L. Title 11, Chapter 13, Section 8 and 49 C.F.R. §107.601(a)(2).

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

691. Plaintiffs bring the following claims under common law of negligence and under R.I.G.L. §9-1-2. The negligence and violations of criminal law by Superstar were a proximate cause of Plaintiffs' death and injuries.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXXVIII**  
**SUPERSTAR SERVICES LLC – NEGLIGENCE**

692. Plaintiffs repeat and incorporate by reference paragraphs 1 through 271 and 688 through 691 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

693. This Count seeks, on behalf of all Plaintiffs, damages from Superstar Services LLC for its negligence.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXXIX**  
**VIOLATION OF RHODE ISLAND GENERAL LAWS**  
**TITLE 9, CHAPTER 1, SECTION 2**

694. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 688 through 691 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

695. Several of defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXXX**  
**"JOHN DOE" DEFENDANTS - NEGLIGENCE**

696. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs' Complaint.

697. "John Doe" defendants are unknown defendants who manufactured, distributed, sold or installed non-flame-retardant foam or other defective products in use at The Station nightclub on February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

698. "John Doe" defendants are, further, unknown defendants who inspected the premises after installation of the foam or other defective products in use at The Station nightclub prior to February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

699. "John Doe" defendants are, further, unknown defendants who promoted, managed, or produced the appearance of Great White at The Station nightclub on February 20, 2003.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

700. "John Doe" defendants are, further, unknown defendants who received property from Triton Realty-related persons or entities with intent to hinder, delay or defraud Plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

701. "John Doe" defendants, individually and collectively, were negligent and such negligence was a proximate cause of plaintiffs' injuries or death.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

**COUNT LXXXI**  
**“JOHN DOE” DEFENDANTS - STRICT LIABILITY**

702. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 271 and 696 through 701 of this Complaint.

**RESPONSE:** Defendants repeat and incorporate by reference herein all of their prior responses to all of the above referenced paragraphs of Plaintiffs’ Complaint.

703. The products manufactured, distributed, sold or installed by “John Doe” defendants contained defects making them unreasonably dangerous to all actual and potential users or recipients of the foam products, including plaintiffs.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

704. Plaintiffs had no knowledge of the defective condition of the products.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

705. The products were in substantially the same condition, when used, as when they left these defendants’ control.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

706. As a direct and proximate result of the failure of the products plaintiffs suffered death or injuries.

**RESPONSE:** Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

## **PRAYERS FOR RELIEF**

### **WHEREFORE:**

#### **Claims of Decedents' Estates**

- (a) All Plaintiffs representing estates of decedents pray for compensatory damages on behalf of said estates for the decedents' medical expenses, funeral expenses, lost wages and lost earning capacity during survival period, pain and suffering both physical and mental and loss of life's enjoyment against all defendants\*, pursuant to R.I.G.L. §10-7-5, et seq., jointly and severally, in such amounts as a jury deems proper, plus interest and costs;

#### **Wrongful Death Claims**

- (b) All Plaintiffs representing wrongful death beneficiaries pray for damages against all defendants\* pursuant to R.I.G.L. §10-7-1, et seq., jointly and severally, in such amounts as a jury deems proper, plus interest and costs;

#### **Death Cases - Loss of Spousal Consortium**

- (c) All Plaintiffs suing in their capacities as surviving spouses, or representatives of surviving spouses, of decedents pray for damages against all defendants\* for loss of spousal consortium pursuant to R.I.G.L. §10-7-1.2(a), jointly and severally, in such amounts as a jury deems proper, plus interest and costs;

#### **Death Cases - Loss of Parental Society and Companionship**

- (d) All Plaintiffs suing in their capacities as surviving minor children, or representatives of surviving minor children, of decedents pray for damages against all defendants\* for loss of parental society and companionship pursuant to R.I.G.L. §10-7-1.2(b), jointly and severally, in such amounts as a jury deems proper, plus interest and costs;



### **Personal Injuries**

- (e) All Plaintiffs suing individually, or representatives of plaintiffs suing individually, who were injured in The Station nightclub fire hereby pray for compensatory damages against all defendants\* for their personal injuries sustained as a result of the fire including, but not limited to, medical expenses, lost wages and loss of earning capacity, pain and suffering both physical and mental, scarring, deformity, and disability, all of which may be permanent, jointly and severally, in such amounts as a jury deems proper, plus interest and costs;

### **Personal Injuries - Loss of Spousal Consortium**

- (f) All Plaintiffs suing in their capacity as spouse, or representatives of a spouse, of a person who was injured in The Station nightclub fire pray for damages for loss of consortium pursuant to R.I.G.L. §9-1-41(a) against all defendants\*, jointly and severally, in such amounts as a jury deems proper, plus interest and costs.

### **Personal Injuries - Loss of Parental Society and Companionship**

- (g) All Plaintiffs suing in their capacity as minor children or as representatives of minor children of persons injured in The Station nightclub fire pray for damages for loss of parental society and companionship pursuant to R.I.G.L. §9-1-41(b), against all defendants\*, jointly and severally, in such amounts as a jury deems proper, plus interest and costs;

### **Bystander Emotional Distress**

- (h) All Plaintiffs who are closely related to a victim of The Station nightclub fire and who suffered emotional distress from perceiving their loved ones' pain and suffering during and after the fire pray for compensatory damages against all

defendants\*, jointly and severally, in such amounts as a jury deems proper, plus interest and costs;

**RESPONSE:**

Defendants deny that Plaintiffs are entitled to recover any damages from any of these Defendants and are without knowledge or information sufficient to form a basis as to whether Plaintiffs are entitled to recover damages from any other Defendants. The claims in the WHEREFORE paragraphs found at pages 142-145 of the First Amended Master Complaint are acknowledged but denied.

**AFFIRMATIVE DEFENSES**

1. The Plaintiffs fail to state a claim upon which relief could be granted against these Defendants.

2. The claim asserted against TVL and STC derived through the conduct of Derderian is barred by the First Amendment to the United States Constitution and Article I, Sections 20 and 21 of the Rhode Island Constitution.

3. STC denies that it is the corporate owner of WPRI-TV, Channel 12, and is, therefore, the wrong corporate defendant. STC was merged into TVL in August 2002 and has no corporate existence.

WHEREFORE, PREMISES CONSIDERED, Defendants pray that the claims against them be dismissed with prejudice and that they recover their costs of suit herein and that they be awarded such further relief at law or in equity as to which they may be entitled.

Respectfully submitted,

Defendants TVL BROADCASTING, INC.,  
STC BROADCASTING, INC. and BRIAN  
BUTLER,  
by their Attorneys,

*Charles L. Babcock by permission  
Nancy Hamilton*  
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Nancy W. Hamilton  
Earl H. Walker  
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DATED: *January 7, 2005*

Richard W. MacAdams, #1681  
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101 Dyer Street, Suite 400  
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(401) 454-8700 - Telephone  
(401) 454-8755 – Fax

**CERTIFICATE OF SERVICE**

This is to certify that on this 7<sup>th</sup> day of January, 2005, a true and correct copy of the  
ANSWER OF BRIAN BUTLER, TVL BROADCASTING, INC. AND STC  
BROADCASTING, INC. TO THE FIRST AMENDED MASTER COMPLAINT SUBJECT TO  
TVL'S AND STC'S PARTIAL MOTION TO DISMISS was served, via e-mail, upon:

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BY: Nancy W. Hamilton  
Nancy W. Hamilton

**REVISED CERTIFICATE OF SERVICE**

This is to certify that on this 7<sup>th</sup> day of January, 2005, a true and correct copy of ANSWER OF BRIAN BUTLER, TVL BROADCASTING, INC. AND STC BROADCASTING, INC. TO THE FIRST AMENDED MASTER COMPLAINT SUBJECT TO TVL'S AND STC'S PARTIAL MOTION TO DISMISS was served via email, upon:

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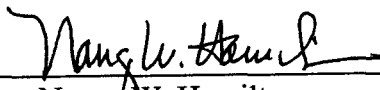
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